

Nilaya Wall Coverings Warranty

Thank you for giving Nilaya wall coverings a place of pride in your home. We have taken a lot of care in selecting this product & defining its installation process, so that you get the best possible performance.

Here is a quick overview of the performance warranty. However, please refer to the detailed description of the warranty for a detailed understanding.

- The warranty covers adhesion failure of the wall covering. This means that when used correctly with the right surface preparation & the recommended Nilaya adhesive, we guarantee that the wall covering shall not peel off for a period of three years.
- However, please ensure that the wall surface is completely ready & free from moisture before the Nilaya installation starts. Refer to the Nilaya installation instructions on the exact steps. This is an important step, because the performance of the wall covering is directly linked to the quality of surface preparation
- Post installation, do register your purchase with us, so that we can record the relevant information. And in case you face any issues, our team will be on call to help identify the right solution in the fastest possible time.
- Please note that each of the Nilaya wall coverings are produced for a limited period of time only. So it is likely that the exact colour or pattern that you have selected may not be available in the future. And in the unlikely case that any major repairs are required, we will try and help you with a new choice or one closest to your existing one.
- We recommend that you keep any material left over after installation safely, so that minor repairs can be done using this

The Warranty Cover

In the unlikely event of Nilaya Wall Coverings (“Wall Coverings”) peeling off from your wall surface, this warranty covers adhesion failure of Wall Coverings when used with Nilaya Premium Wall Covering Adhesive (“Adhesive”) when used as directed. Adhesive has been specially designed for use with Wall Coverings. For the sake of clarity, ‘adhesion failure’ shall be understood to mean lack of adhesion between wall surface and Wall Covering post Adhesive application.

How to Register Your Warranty

- a. It is necessary to register your warranty. Please call our Asian Paints Helpline on 1800-209-5678, within fifteen days from the date of purchase of Wall Covering and Adhesive.
- b. At the time of registration, please keep the following information ready, as this will help Asian Paints Limited (“Company” or “Us”) to log your Customer warranty.

After successfully lodging your warranty, you will be issued a unique Warranty Identification Number. Please mention the Warranty Identification Number in all of your communication regarding the customer warranty.

Details Required:

1. Customer Name and Contact Details
 2. Site Address
 3. Quantity of Adhesive Purchased
 4. Quantity and name of Wall Coverings Rolls purchased
 5. Identification code for the batch of Adhesive and Wall Coverings Rolls purchased
 6. Name of the dealer shop where the customer purchased the Adhesive and Wall Coverings
 7. Invoice number
 8. Date of Purchase
 9. Name of Contractor who applied Adhesive and Wall Coverings
 10. Approximate interior surface painting area
 11. Mobile/Telephone number of the contractor who applied Adhesive and Wall Coverings
- c. Your call will be recorded and the warranty will be logged electronically.
 - d. Please retain your original VAT invoice along with a copy of this document for the duration of the warranty period. Your original VAT invoice would be required along with this warranty document to process claims pertaining to your customer warranty.
 - e. Should you ever experience a problem with the Wall Coverings or Adhesive or have any questions regarding the warranty, please call on 1800-209-5678 and keep this booklet with your unique customer warranty identification number and invoice at hand.

Extent of Warranty

The warranty shall apply on:

- a. Minimum Purchase of 1 liter of Adhesive and 2 rolls of Wall Coverings, as required for a coverage of 100 square feet.
- b. All necessary directions for use have been adhered to.

Commencement and Duration

- a. The warranty shall commence on the date that the consumer telephonically lodges his warranty with the Company by contacting 1800-209-5678 and furnishing all the purchase and personal details requested by the Company ("the Commencement Date"). In order for this warranty to be valid, the registration needs to be done within 15 (fifteen) days of purchase.
- b. The Company at its own discretion may appoint a person to inspect and validate the application of the Adhesive and Wall Coverings as per directions specified.
- c. The warranty shall be for a period of three (3) years from the Commencement Date on performance parameters mentioned earlier in conditions.
- d. Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.

Once you register your warranty, note down the number here _____

Application

This warranty shall only be applicable where

- a. Adhesive has been used on interior wall surfaces only.
- b. The customer has used the entire system as directed in the directions for use section.

Liability

- a. The Company's liability will reduce over the warranty period according to the following scale:
 1. In the first 12 months after Commencement Date – 100% of Replacement Cost
 2. From month 13 to 24 after Commencement Date – 80% of Replacement Cost
 3. From month 25 to 36 after Commencement Date – 60% of Replacement Cost
- b. The replacement cost shall be the cost of the Wall Covering, Adhesive and labour cost required to set right the area of Adhesion Failure at the time of lodging of claim. The labour rate will be determined by the Company and it will be a reflection of the current prevailing market labour rates and the same will not be disputed by the Customer at any point of time. The labour rate may be determined on the basis of a

per sq. ft. rate or on a daily wages rate. The Customer will be liable for the balance costs, which are not Company's obligations as indicated above. The maximum liability of Company if any, shall never exceed the limits as set out in a. and b. above.

- c. The Company will not be liable for any indirect or consequential loss or damages to the Customer. The Customer's exclusive and sole remedy under this warranty shall be as mentioned here in this clause.

Exclusions

The warranty will cover only manufacturing defects of Wall Covering and Adhesive and will not cover any defects arising out of factors out of control of the Company, including but not limited to:

- a. Adhesion Failure due to structural defects and damage of Wall Covering due to high abrasion of the surface with furniture, nails or other objects.
- b. High alkalinity, water leakage and seepage within the building structure and continuous dampness of the surface.
- c. Adhesive applied on a surface which is contaminated, improper application system followed, or inadequate curing time for adhesive film to form.
- d. Natural calamities such as earthquakes, cyclones.
- e. Vandalism.
- f. Failure or defects in the structure or previous coating.
- g. Acts of God.
- h. Abuse or negligence by the Customer.
- i. Causes other than defects in Adhesive and Wall Covering.
- j. Normal wear and tear.
- k. Any act or omission on the part of the contractor/painter causing Wall Covering and/or Adhesive or the application of Wall Covering and/or Adhesive to be defective by any means.
- l. Damage owing to stain/dust/dirt etc.
- m. Damage caused by way of vermins/insects.

Claims and Repairs

- a. Please lodge your claim with the Asian Paints helpline at 1800-209-5678 or 1800266 4805 within 30 days of discovering any defect, damage or failure for your claim to be valid and to be processed.
- b. The consumer shall forthwith notify the Company of the claim providing full details thereof, and shall set out the basis on which it believes that the Company is liable in terms of the warranty. The Company reserves the right to carry out inspections of the Adhesive's application process, in which the Adhesive is alleged to have failed and to perform any tests in respect thereof and may do so either itself or by means of any

person nominated by it. Prior to such inspection or testing, the customer shall not be entitled to perform any repairs or to remove or tamper with any part of the Adhesive, or the Wall Covering.

- c. The Company shall use its best endeavors to ensure that the Adhesive and/or Wall Covering required for repairs is available as soon as possible at the place where the repairs are to be carried out, but does not assume liability for delay in this respect.
- d. The Company, upon the Customer invoking the Warranty, in its sole discretion shall be entitled to:
 1. Control/monitor re- application which is to be carried out in accordance with all its specifications and instructions and,
 2. Appoint a contractor and/or approve the contractor appointed by the customer.
- e. The Company, in its sole discretion shall decide the steps to be undertaken for the repair work. Further, if replacement of Wall Covering is required (to the extent of area where damage has occurred), and the appropriate pattern is unavailable, the Company may proceed with a pattern that most closely resembles the existing pattern, or the pattern that would be aesthetically most appropriate, or with a Wall Covering of equivalent cost, as the Company may deem fit.
- f. This warranty disclaims any liabilities, contracts, tort or otherwise including negligence and strict liability and the Company makes no warranty or merchantability or of fitness for any particular purpose whatsoever for the Wall Covering and Adhesive. There are no warranties expressed or implied under law, which extend beyond the warranty set out herein.
- g. If any dispute arises between the Company and the customer, in respect of the above warranty, neither shall commence any court or arbitration proceedings relating to the dispute unless they have first complied through meditation.
- h. In case of any disputes, the same is subject to exclusive jurisdiction of the courts of Mumbai.
- i. The facts and all matters concerning any dispute will be kept confidential by both the Customer and the Company at all times.