

Warranty Terms and Conditions for UltraTech Weather Pro Top-Shield (“Terms”)

UltraTech Cement Limited (“**Company**”) offers waterproofing warranty for UltraTech Weather Pro Top-Shield (“**Product**”), in accordance with the following Terms:

1. SCOPE

1.1. Warranty Period (“Warranty Period**”):**

1.1.1. The Company provides a non-extendible waterproofing warranty for the Product for a period of ten (10) years from the date of purchase of the Product.

1.1.2. The Company provides a non-extendible warranty on anti-algal/anti-fungal performance of the Product for a period of five (5) years from the date of purchase of the Product.

1.2. The Warranty Terms are applicable only if the Product applied is on roof surfaces.

1.3. In case the customer has purchased the Product in batches through multiple invoices, the date of first invoice shall be deemed as the date of purchase of the Product.

1.4. The Company shall only provide replacement of the Product for re-application, as may be necessary, to set right the Coating Failure (*as defined below*) in the affected portion only, in accordance with the liability as indicated in the Warranty Liability in Clause 7 below.

1.5. Throughout the Terms, the word “**Coating Failure**” shall mean the occurrence of any of the following within the Warranty Period:

1.5.1. Water ingress through the coating in the roof /parapet walls;

1.5.2. Film integrity, flaking, peeling of the coating caused by one coat of the Product coming off from another coat of the Product or the coating coming off the substrate;

1.5.3. Growth of fungus & algae on the surface coated with the Product subject to Clause 1.1.2 (at least spread over a minimum area of 2 sq. m); or

1.5.4. The coating showing blistering, cracks, tears, splits or shows an evidence of excessive weathering due to defective Product.

1.6. “**Application Area**” shall mean the roof surface area, encompassing the inner and outer surface of the parapet wall on which the Product is to be applied.

1.7. The Company provides warranty for the Product in accordance with the Terms, only if the Product applied is on Application Area.

1.8. The Company does not give any warranty against dirt picking up on the coatings of the applied Product over the Application Area.

1.9. The customer shall ensure that the Terms are understood and followed by the applicator of the Product.

2. ELIGIBILITY CRITERIA

2.1. Warranty shall be applicable only on purchase of a minimum quantity of fifty (50) Litres of the Product used for application at a single construction site and applied within fifteen (15) days of the date of purchase.

- 2.2. Warranty is applicable only if the Product is purchased either directly from the Company or its authorized channel partners, through a valid GST compliant invoice, which particularly mentions the name and address of the customer. In case of multiple invoices: a) the customer's name & address on each of the invoices should be the same; and b) the date of each subsequent invoice must not be later than fifteen (15) days from the date of first invoice.
- 2.3. The Product shall be stored away from the sunlight, in a cool and dry place, and is used within the shelf-life, as mentioned on its packaging.
- 2.4. The warranty shall be applicable only when the Product is applied over existing cementitious treatments viz. sound brick bat coba, concrete screed, etc.
- 2.5. All elements of surface preparation prior to the application and the Product application shall be in accordance with the application method provided for the Product in the Product Technical Data Sheet (*see attached below*).
- 2.6. The customer shall ensure, through the applicator, that the forced coverage of the system (self-priming + 3 undiluted coats of the Product) achieved after completion of the application of the Product as per the method of application shall be 1.5-1.6 litres per sq. m. to achieve a Dry Film Thickness ("DFT") of 1000 microns.
- 2.7. Only the Application Area that has been coated with Product shall be covered under this warranty. The warranty shall not cover surfaces not coated with Product. This warranty shall not apply if the Product is not applied on the parapet walls, as included in the Application Area.
- 2.8. The customer shall submit proof of application of the Product on the Application Area. The customer shall submit such proof of application of the Product through such modes as indicated by the Company from time to time.

3. WARRANTY REGISTRATION

- 3.1. Upon purchase of the Product for its application at a single construction site, the customer shall register for the waterproofing warranty:
 - 3.1.1. within fifteen (15) days of the date of purchase, if the Product quantity is less than 200 litres; or
 - 3.1.2. ten (10) days prior to the commencement of the application of Product, if the Product quantity is more than 200 litres.
- 3.2. The customer shall register for waterproofing warranty on the Company's Number **9620950505** and provide the necessary customer details as mentioned below:
 - 3.2.1. Customer Details
 - i. Full Name
 - ii. Mobile No.
 - iii. Mobile No. verification OTP
 - iv. Email ID
 - v. Customer address with Pin Code
 - 3.2.2. Site Details
 - i. Site Type: New construction/repair
If the selected site is repair, then previous treatments conducted on the substrate? (If any) (Optional):
 - a. Cementitious
 - b. Bituminous

- c. China chips
- d. Non-porous surface- Marble/Granite/Clay tiles/Glazed Tiles/Kota/Kadappa stones
- e. Any other (Please specify)
- ii. Type of structure:
 - a. IHB (Individual House Building)
 - b. Commercial spaces
 - c. Multi storey building
 - d. Individual Flat/apartment
- iii. Waterproofing/Roof Area (in sq. m)
- iv. Site Address (latitude and longitude)
- v. Age of the structure

3.2.3. Product Details

	Shade (Grey/ White/ Terracotta)	Batch No.	Manufacturing Date	Consumed Quantity	GST Invoice Number	Invoice Date	Dealer/ Distributor Name	Invoice Images
Base Coat								
Mid Coat								
Top Coat								

3.2.4. Applicator/Contractor details

- i. Name of the applicator/contractor
- ii. Applicator/Contractor Address
- iii. Applicator/Contractor Mobile No
- iv. Applicator Registration Number (Optional)

3.2.5. Application Details

- i. Images of surface preparation
- ii. Images of application
- iii. Images of post application

- 3.3.** The customer shall provide its consent to the Company for the details as mentioned in Clause 3.2 to be recorded on the Company's digital systems.
- 3.4.** Upon successful warranty registration, the customer shall receive a confirmation by SMS or email, which will contain a reference code for the customer for all future communications. In the event, the warranty registration is not successful, then such rejection shall be notified to the customer. Successful warranty registration shall not be construed as grant of warranty claim.
- 3.5.** The customer shall comply with the technical inspection process (as given in Clause 3.6) as may be applicable. Grant of warranty shall be subject to the technical inspection.

- 3.6.** During the technical inspection of the Application Area:
- 3.6.1.** the Company's technical representative/s shall inspect the Application Area, including the substrate condition. The customer shall ensure the pre-application checks as mentioned under Clause 4.2 are followed, complied and confirmed.
 - 3.6.2.** the customer should obtain from the appropriate authority a detailed structural audit report and share the same with the Company's technical representative/s in case (i) the age of the building is more than twenty (20) years, or (ii) upon the recommendation of the Company's technical representative/s, pursuant to the inspection. In such cases, the Warranty Period offered by the Company is subject to the structural audit report submitted to the Company's technical representative/s.
 - 3.6.3.** in case the pre-inspection is found to be unsatisfactory, then corrective measures will be suggested and additional pre-inspection shall be carried out till the substrate conditions are satisfactory, in the opinion of the Company's technical representative/s to proceed with application of the Product.
 - 3.6.4.** the final warranty communication shall be issued after the validation of the site by the technical representative of the Company within fifteen (15) days of application of the Product.
- 3.7.** The customer shall retain all warranty related communication and documents along with the Product purchase invoices during the Warranty Period.

4. APPLICATION DIRECTIONS FOR THE PRODUCT

4.1. Inspection Guidelines:

The check list provided below is only for the waterproofing application and should not be used as a substitute for structural audit of the building, repair construction or maintenance.

4.2. Pre-Application Checks:

- 4.2.1.** The Application Area shall be clean, free from dust, laitance, grease, oil, loose particles. Prior to the application of the Product, the algae/fungus (if any) on the Application Area, including the existing roofs/parapet walls, shall be removed by a suitable treatment with fungicidal.
- 4.2.2.** Freshly laid screed/ Indian Patented Stone (“**IPS**”) surfaces should be properly cured for 4-6 weeks before application of the coating.
- 4.2.3.** Ensure proper slope (1 in 100) is provided before the application. Also, address the undulations by proper resurfacing thereby preventing water stagnation.
- 4.2.4.** Water drains on the roofs should be sufficiently provided as per the roof area (preferably one outlet per 50 sq. m surface area) and the gaps around the pipe inserts should be properly sealed with tapes/polymer modified mortar (“**PMM**”)/repair mortars/grouts.
- 4.2.5.** Ensure areas surrounding the installation upstands are properly rounded with angle fillets using PMM containing a polymer latex, such as UltraTech Seal & Dry SBR.
- 4.2.6.** If damages are observed to the soffits, then it is recommended that an inspection is carried out by a competent structural consultant.
- 4.2.7.** For application of Product on existing old roofs/terraces with brick bat coba or screed:
 - i. Clean, profile and treat the surface cracks up to two (2) mm with suitable sealants. Allow it to cure dry.
 - ii. For surface cracks above two (2) mm, open the cracks into V groove using mechanical tools, ensure they are free of dust, loose particles and bring the surface to Saturated Surface Dry (“**SSD**”) condition. Treat the cracks with PMM made with polymer latex, such as UltraTech Seal & Dry SBR.
 - iii. Check the soundness of the substrate in the Application Area.
 - iv. Remove/repair/refill the damaged or hollow portions and resurface using a polymer latex such as UltraTech Seal & Dry SBR modified mortar/repair mortar. Brickbat

jointing mortar can be reinstated by mixing with a polymer latex such as UltraTech Seal & Dry SBR with cement base slurry.

- v. Ensure the angle fillets are prepared using PMM with a polymer latex, such as UltraTech Seal & Dry SBR around the corners of the terrace.

- 4.2.8. Surface cracks must be treated using PMM prepared using a polymer latex such as UltraTech Seal & Dry SBR. The expansion joints should be attended using suitable sealants.
- 4.2.9. It is recommended to use sandwich fibre mesh between two coats of the Product around the periphery of rainwater outlets (pipes).
- 4.2.10. Level the Application Area using suitable mechanical means to make it free of sharp edges, stones protrusions to prevent the coating from getting damaged.
- 4.2.11. Stir the mix properly before application.

4.3. During Application Checks

- 4.3.1. Ensure the surface is in optimal SSD condition, by sprinkling it with water to moisten the Application Area, prior to application of the Product.
- 4.3.2. Apply a prime coat of Product with a dilution of 30% with potable water as a self-priming coat yielding a coverage rate of approximately of 10 sq.m per L per coat.
- 4.3.3. Allow the prime coat to dry for 4-6 hours and apply the undiluted base coat in a grid size of 1 sq.m at the rate of 0.4-0.5 L per sq. m per coat using a brush or a roller in one direction.
- 4.3.4. Allow the base coat to dry for 4-6 hours and apply the undiluted mid coat and the top coat in perpendicular direction to the previous coat at the same rate of coverage as the base coat. Allow 4-6 hours of drying time between subsequent coats.
- 4.3.5. It is recommended to use terracotta shade as base coat, grey shade as mid coat and white shade as the top coat to achieve the reduction in surface temperature. However, the colour sequence of the Product can be altered based on the desired shade of the top coat. In cases where only two (2) shades are desired, the base and top coat shall be of same shade.
- 4.3.6. The entire Application Area i.e. roof surface including the adjoining parapet walls shall be coated with the Product. Both the inner and exterior sides (till a height of 60 cm below the terrace-parapet joint) of the parapet wall should be coated with the Product.
- 4.3.7. The above grid method application shall ensure achieving of 900-1000 microns dry film thickness.

4.4. Post Application checks

- 4.4.1. Leave the Application Area to air cure for a minimum of seven (7) days from the date of the completion of the application of the Product.
- 4.4.2. Conduct water ponding test on the Application Area for up to 50 mm after 72 hours of applications for a duration of 48 (forty-eight) hours.

4.5. Precautions

- 4.5.1. “Do not Dilute” the Product, except for the priming coat.
- 4.5.2. Stir the contents well before use.
- 4.5.3. Do not apply on very smooth and putty applied surfaces.
- 4.5.4. Ensure proper coverages of Product by conducting a trial prior to execution of work to derive coverage for guess estimating the Product consumption.
- 4.5.5. The coverage may vary according to the nature and texture of substrate.
- 4.5.6. Note all details (Batch No. / Manufacturing Date etc.) of the Product received for further references.

- 4.5.7. Store the Product in tightly closed condition away from direct sunlight, in a cool dry place.
- 4.5.8. For application over any failed existing treatments such as bituminous coatings, remove the existing treatment and ensure proper surface preparation is carried out.
- 4.5.9. All corners, gaps, joints, outlets and critical leak areas must be treated with extra coats.
- 4.5.10. Avoid puncturing of the cured film with sharp objects/metals.
- 4.5.11. Do not allow any heavy instruments to be dragged on the applied coating surface. No new erection, fabrication, extension, dismantling should be done after the application.
- 4.5.12. Avoid coating on damp substrates.
- 4.5.13. Avoid vehicular or machine movement over the coating.
- 4.5.14. Avoid application at extreme temperatures or during rains or if rain is expected within 48 (forty-eight) hours post application.

5. EXCLUSIONS

- 5.1. The warranty shall be void if any of the following events occur on the Application Area:
 - 5.1.1. Intermittent dripping of water due to overhanging branches, terrace gardening plant pots or concealed plumbing lines.
 - 5.1.2. Water ingress from outer walls/ vertical surfaces, bathroom, toilets, kitchen sinks or any area not treated with Product.
 - 5.1.3. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
 - 5.1.4. Inadequate housekeeping of the roof resulting into water logging.
 - 5.1.5. Defects caused from insufficient coating film thickness that does not cover the substrate adequately.
 - 5.1.6. Defects in the design of the building or roofing system, including inadequate drainage system, settlement, movement, or other structural defects.
 - 5.1.7. Leakages through duct or other areas where Product is not applied due to inaccessibility of that area or through water storage tanks on terraces (any leakages through storage tanks must be identified & rectified as per standard civil practices).
 - 5.1.8. Exposure of the Product to damaging substances such as chemicals, solvents or oils.
 - 5.1.9. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.
 - 5.1.10. Puncturing of cured membrane due to sharp objects, movements of heavy articles, fixing of antenna or other structures on the terrace.
 - 5.1.11. Leaks or damages resulting from any additional installations on the surface coated with the system or usage on surfaces that already has pre-installed elements that is not consistent with the recommended application.
 - 5.1.12. Leakages through the roof not coated with the Product and adjacent to the roof coated with the Product separated by a common parapet wall.
 - 5.1.13. The Product shall not be used in combination with any other similar product available in the market.
 - 5.1.14. The Warranty will cover only manufacturing defects of the Product and will not cover any defects arising out of factors out of the control of the Company, including but not limited to:
 - i. Coating failures due to structural defects, vegetation growth, excessive bird droppings/spitting, water leakage and seepage within the building structure and continuous dampness of the surface, staining due to plant pots;
 - ii. Conditions conducive to the growth of algae & fungi over the coated surface;
 - iii. Improper storage and handling of the Product;
 - iv. Due to sub-standard and / or defective workmanship in the execution of work;
 - v. Natural calamities such as earthquakes, cyclones;
 - vi. Failure or defects in the structure or previous coating;
 - vii. Vandalism, accidents & fire;
 - viii. Acts of God;

- ix. Abuse or negligence by the Customer;
- x. Causes other than defects in Product;
- xi. Improper surface preparation;
- xii. Surface with contaminants and not dry;
- xiii. Normal wear and tear;
- xiv. Weak/ de-bonded plaster surface, structural defects in the building; or
- xv. Broken water sprout, old water pipelines, etc.

5.1.15. Wear and tear due to playing, partying or fire work/cooking. etc.

6. WARRANTY CLAIMS PROCESS

- 6.1. In the event of any warranty claims on the Product, the customer shall raise such warranty claim within thirty (30) days of discovering any defect, damage or failure which gives rise to a claim.
- 6.2. The customer shall forthwith notify the Company of the warranty 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.
- 6.3. The Company reserves the right to carry out inspections of the applied coating, in which the Product is alleged to have failed and to perform any tests in respect thereof and may do so either by 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 to or remove or tamper with any part of the waterproofing system.
- 6.4. The Company shall use its best endeavours to ensure that the coating required for repairs is available as soon as possible but does not assume liability for delay in this respect.
- 6.5. The Company, in its sole discretion shall be entitled to control/monitor re-coating which is to be carried out in accordance with all its specifications and instructions; and suggest a contractor on request and /or approve the contractor appointed by the customer.

7. WARRANTY LIABILITY

- 7.1. The Company's maximum liability towards a warranty claim shall be to provide, as replacement, only such quantity of the Product which is required for re-application to set right the Coating Failure on the affected area, in accordance with the liability as indicated in Clause 7.2. The Company shall not be liable for any labour/application cost if incurred by the customer for re-applying the Product on the Application Area.
- 7.2. The Company's liability for providing the replacement quantity of the Product will reduce over the Warranty Period and shall be according to the following scale:

Number of Months from the Commencement Date (<i>as defined below</i>) (in months)	Replacement Quantity of UltraTech Product to be provided (as a % of the replacement quantity required)
0-12	100
13-24	85
25-36	75

37-48	65
49-60	55
61-72	45
73-84	35
85-96	25
97-108	15
109-120	5

- 7.3.** For the purpose of the above Clause 7.2, “**Commencement Date**” shall mean the date of the first invoices as issued for the Product purchased either directly from the Company or through an authorized channel partner, provided that the Product is consumed with 90 (ninety) days of the first invoice date.
- 7.4.** The Company shall not be liable, to any extent whatsoever, in case the customer fails to diligently follow the *Application Guidelines* as mentioned in Clause 4 of the Terms. The Company’s decision shall be binding on the customer.
- 7.5.** Except for the warranty as specified in this Clause 7, the Company shall not be liable for any other direct, indirect or consequential damages or loss to the customer.
- 7.6.** In the event the Company provides any rework, repair or reapplication using the Product for addressing a warranty claim, the Warranty Period will not be renewed or extended for such rework, repair or reapplication and the Warranty Period shall expire as stipulated under Clause 1.1 .
- 8. MISCELLANEOUS**
- 8.1.** 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 Product. There are no warranties expressed or implied under law, which extend beyond the warranty set out herein.
- 8.2.** If any dispute arises between the Company and the customer, in respect of the above warranty, neither shall commence any legal proceedings before any court or authority relating to the dispute, unless they have first attempted to resolve the dispute through mediation.
- 8.3.** In case of any disputes, the same shall be subject to the exclusive jurisdiction of the courts of Mumbai and shall be governed by the laws of India.
- 8.4.** The facts and all matters concerning any dispute will be always kept confidential by both the customer and the Company.