

# GUARANTEE TERMS & CONDITIONS (Addendum “A”)



**ATTENTION: PLEASE READ ALL THE TERMS AND CONDITIONS CAREFULLY.**

Lurama 149 (Pty) Ltd trading as Impa Paints herein referred to as “Impa” guarantees to the consumer subject to these terms and conditions that:

## 1. EXTENT OF GUARANTEE

1.1. This guarantee is limited to cover the following Impa Paint products herein referred to as “the product/s”.

### **SIGNATURE RANGE**

1.1.1. Endura Sheen	15-year guarantee
1.1.2. Endura Ultra Matt	15-year guarantee
1.1.3. Endurashield	15-year guarantee
1.1.4. **Endura Cool Roof	15-year guarantee
1.1.5. Endura Gloss	15-year guarantee
1.1.6. Endura WB Gelcoat	15-year guarantee
1.1.7. Bath & Kitchen	15-year guarantee

### **PLATINUM RANGE**

1.1.8. Tufex Fine	12-year guarantee
1.1.9. Tufex Medium	12-year guarantee
1.1.10. Velvet Mid Sheen	12-year guarantee
1.1.11. Roofcryn	12-year guarantee
1.1.12. Tuffklad	12-year guarantee
1.1.13. Gelcoat SB	12-year guarantee (Interior application only)

### **RENOVATOR RANGE**

1.1.14. Reno Low & Mid Sheen	8-year guarantee
1.1.15. Renotex	8-year guarantee
1.1.16. Reno Roofcryn	8-year guarantee

### **GENERAL RANGE**

1.1.17. Super Acrylic	7- year guarantee
1.1.18. Super High Gloss Enamel	7- year guarantee (Interior application only)

1.2. The guarantee shall apply where:

- 1.2.1. the total purchase price of the product/s does not exceed R10 000.00 (ten thousand rand) inclusive of VAT;
- 1.2.2. the total purchase price exceeds R10 000.00 (then thousand rand) and is less than R150 000.00 (hundred and fifty thousand rand) inclusive of VAT, provided that prior to the guarantee, the applying consumer is required to contact the Impa Paints Technical Advisory Department on the provided number in order for Impa to inspect the site and issue specifications for the scope of work.

1.3. Where the total purchase price exceeds R150 000.00 (hundred and fifty thousand rand), the Impa guarantee shall apply for which terms and conditions are available on request.

1.4. Impa will provide replacement paint and Labour for the re-application of the coating, as may be necessary to repair the paint failure in accordance with clause 6.

1.5. Throughout this guarantee the words “paint failure” shall refer to the following:

1.5.1. delamination of one coat of paint from another (as per ISO 4624:2008); or

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- 1.5.2. delamination of paint from its substrate (as per ISO 2409:2008); or
- 1.5.3. paint failures such as blistering (as per ISO 4628-2:2003), chalking, cracking (as per ISO 4628-4:2003), durability of the gloss and durability of the colour, provided that all of the foregoing shall be subject to reasonable wear and tear criteria as specified by Impa for each of the products. Full details of these wear and tear criteria are available on request.
- 1.5.4. Impa guarantees the consumer that, for the duration of Quality Guarantee Period, the PRODUCT will meet the performance criteria as set forth in the Quality Guarantee.
- 1.5.5. THIS GUARANTEE IS THE SOLE GUARANTEE GIVEN BY IMPA. IMPA MAKES NO OTHER GUARANTEES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCT, THE APPLICATION OR USE THEREOF, OR OTHERWISE. IN ADDITION, AND WITHOUT LIMITING THE FOREGOING, ANY AND ALL GUARANTEES, CONDITIONS AND OTHER TERMS (WHETHER EXPRESSED OR IMPLIED AND WHETHER STATUTORY OR OTHERWISE) AS TO THE QUALITY OR DESCRIPTION OF THE PRODUCT ARE DISCLAIMED AND ARE EXCLUDED FROM THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW

1.6. This guarantee does not cover any direct or indirect consequential damages.

## 2. COMMENCEMENT AND DURATION

- 2.1. This guarantee shall commence on the date of purchase.
- 2.2. The guarantee shall be for a period of 15 (fifteen), 12 (twelve), 8(eight) and 7 (seven) years. Calculated from the commencement date depending on product and usage as stipulated in clause 3.
- 2.3. The guarantee is transferable subject to:
  - 2.3.1. the new owner accepting the terms and conditions of this guarantee.
  - 2.3.2. the retention of the sales receipt and fully completed guarantee form; and
  - 2.3.3. the period of the guarantee not starting afresh upon such a transfer but continuing for the balance of the stipulated period.
- 2.4. Where any claim arises during the guarantee period, the period will not start afresh after settlement of the claim, unless a total repaint is required, as determined in the sole discretion of Impa.
- 2.5. This guarantee shall only apply to products purchased and applied within the Republic of South Africa.

## 3. APPLICATION

- 3.1. This guarantee shall only be applicable where:
  - 3.1.1. application work has been done in accordance with the instructions provided for the product concerned with regards to the preparation and application;
  - 3.1.2. the consumer has followed the recommended surface preparation and used the recommended products for the surface preparation prior to painting the surface;
  - 3.1.3. the consumer has used the entire paint system recommended by Impa, i.e., primer, undercoat, topcoat and clear coat.
  - 3.1.4. The product is used strictly for the following application areas:
    - 3.1.4.1. Endura Sheen- interior surfaces 15 (fifteen) year guarantee applies.
    - 3.1.4.2. Endura Ultra Matt- interior surfaces 15 (fifteen) year guarantee applies.
    - 3.1.4.3. Endurashield- exterior surfaces 15 (fifteen) year guarantee applies, may also be applied on interior surfaces be aware of a slight textured feel when applying internally.

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- 3.1.4.4. Endura Cool Roof - 15 (fifteen) year guarantee suitable for concrete tile, fibrous cement, galvanised iron & Zinalume (excluding flat roofs where guarantee does not apply)
- 3.1.4.5. Endura Gloss- interior and exterior surfaces 15 (fifteen) year guarantee applies.
- 3.1.4.6. Endura WB Gelcoat- interior and exterior surfaces 15 (fifteen) year guarantee applies.
- 3.1.4.7. Bath & Kitchen- interior surfaces 12 (twelve) year guarantee applies.
- 3.1.4.8. Tuflex Fine- exterior surfaces 12 (twelve) year guarantee applies; can also be applied to interior surfaces.
- 3.1.4.9. Tuflex Medium- exterior surfaces 12 (twelve) year guarantee applies.
- 3.1.4.10. Velvet Mid Sheen- interior surfaces 12 (twelve) year guarantee applies.
- 3.1.4.11. Roofcryl -12 (twelve) year guarantee suitable for concrete tile, fibrous cement, galvanised iron & zinalume. (excluding flat roofs where guarantee does not apply)
- 3.1.4.12. Tuffklad- interior surfaces 12 (twelve) year guarantee applies.
- 3.1.4.13. Gelcoat SB- interior surfaces 12 (twelve) year guarantee applies
- 3.1.4.14. Super Acrylic- interior surfaces 7 (seven) year guarantee applies; can be applied to exterior surfaces, however, guarantee will be void in this case.
- 3.1.4.15. Super High Gloss Enamel- interior surfaces 7 (seven) year guarantee applies.
- 3.1.4.16. Reno Mid & Low Sheen- interior surfaces 8 (eight) year guarantee applies.
- 3.1.4.17. Renotex- exterior surfaces 8 (eight) year guarantee applies; can also be applied to interior surfaces.
- 3.1.4.18. Reno Roofcryl –8 (eight) year guarantee suitable for concrete tile, fibrous cement, galvanised iron & zinalume (excluding flat roofs where guarantee does not apply)

3.1.5. The specifications by Impa have been followed correctly, in circumstances where clause 1.2.2 applies.

- 3.2. Application work includes all elements of surface preparation prior to application of the coating, as well as the process of application and the correct primer being applied.
- 3.3. The user accepts responsibility for the obtaining the MSDS & TDS specification sheets for each product used on a particular job, and furthermore undertakes to apply products strictly in accordance with each TDS. The specification information can be obtained on the webpage [www.impa.co.za](http://www.impa.co.za)

## 4. LIABILITY

4.1. Impa shall reduce the liability over the guarantee period according to the following scale on the 7 (seven) year product guarantee:

4.1.1. In the first 12 months after commencement date	Full replacement cost
4.1.2. From month 13 to month 24 after commencement date	86% of replacement cost
4.1.3. From month 25 to month 36 after commencement date	71% of replacement cost
4.1.4. From month 37 to month 48 after commencement date	57% of replacement cost
4.1.5. From month 49 to month 60 after commencement date	43% of replacement cost
4.1.6. From month 61 to month 72 after commencement date	29% of replacement cost
4.1.7. From month 73 to month 84 after commencement date	14% of replacement cost

4.2. Impa shall reduce the liability over the guarantee period according to the following scale on the 8 (eight) year product guarantee:

4.2.1. In the first 12 months after commencement date	Full replacement cost
4.2.2. From month 13 to month 24 after commencement date	88% of replacement cost
4.2.3. From month 25 to month 36 after commencement date	75% of replacement cost
4.2.4. From month 37 to month 48 after commencement date	63% of replacement cost
4.2.5. From month 49 to month 60 after commencement date	50% of replacement cost

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4.2.6. From month 61 to month 72 after commencement date	38% of replacement cost
4.2.7. From month 73 to month 84 after commencement date	25% of replacement cost
4.2.8. From month 85 to month 96 after commencement date	13% of replacement cost

4.3. Impa shall reduce the liability over the guarantee period according to the following scale on the 12 (twelve) year product guarantee:

4.3.1. In the first 12 months after commencement date	Full replacement cost
4.3.2. From month 13 to month 24 after commencement date	92% of replacement cost
4.3.3. From month 25 to month 36 after commencement date	83% of replacement cost
4.3.4. From month 37 to month 48 after commencement date	75% of replacement cost
4.3.5. From month 49 to month 60 after commencement date	67% of replacement cost
4.3.6. From month 61 to month 72 after commencement date	58% of replacement cost
4.3.7. From month 73 to month 84 after commencement date	50% of replacement cost
4.3.8. From month 85 to month 96 after commencement date	42% of replacement cost
4.3.9. From month 97 to month 108 after commencement date	33% of replacement cost
4.3.10. From month 109 to month 120 after commencement date	25% of replacement cost
4.3.11. From month 121 to month 132 after commencement date	17% of replacement cost
4.3.12. From month 133 to month 144 after commencement date	8% of replacement cost

4.4. Impa shall reduce the liability over the guarantee period according to the following scale on the 15 (fifteen) year product guarantee:

4.4.1. In the first 12 months after commencement date	Full replacement cost
4.4.2. From month 13 to month 24 after commencement date	93% of replacement cost
4.4.3. From month 25 to month 36 after commencement date	86% of replacement cost
4.4.4. From month 37 to month 48 after commencement date	79% of replacement cost
4.4.5. From month 49 to month 60 after commencement date	72% of replacement cost
4.4.6. From month 61 to month 72 after commencement date	66% of replacement cost
4.4.7. From month 73 to month 84 after commencement date	59% of replacement cost
4.4.8. From month 85 to month 96 after commencement date	52% of replacement cost
4.4.9. From month 97 to month 108 after commencement date	45% of replacement cost
4.4.10. From month 109 to month 120 after commencement date	38% of replacement cost
4.4.11. From month 121 to month 132 after commencement date	31% of replacement cost
4.4.12. From month 133 to month 144 after commencement date	24% of replacement cost
4.4.13. From month 145 to month 156 after commencement date	17% of replacement cost
4.4.14. From month 157 to month 168 after commencement date	10% of replacement cost
4.4.15. From month 169 to month 180 after commencement date	3% of replacement cost

4.5. The replacement cost shall be the cost of paint and labour at the time of the claim. The consumer shall be liable for the balance of the replacement costs, which are not covered by Impa, as indicated in 4.1, 4.2 and 4.3 above.

## 5. EXCLUSIONS

Impa shall not be liable for:

5.1. damage to the coating arising from external causes outside of Impa's control such as, but not limited to, welding or other heat sources, pollution, mechanical damage, hydrostatic pressure, rising damp and other moisture related problems.

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electrical or electrolyte damage, incorrect cleaning or incorrect use, neglect, fire, explosion, radiation, collision or other accidents, acts of God, vandalism or other malicious damage caused due to industrial action, and the like;

- 5.2. the failure of any areas which because of their space, characteristics or configuration, present special difficulties in either their preparation or coating e.g., ladders and ladder platforms, handrails, rivets and contact surfaces of any kind;
- 5.3. the deterioration of any metal as a result of any form of electromechanical action;
- 5.4. any indirect or consequential damages, losses and expenses such as but not limited to demurrage associated with the coating repair work, loss of time, expenses due to the consumer's employees, agents, operators or sub-contractors, loss of profits and all claims by third parties against the consumer;
- 5.5. damage to the coating arising from deterioration or movement of the substrate caused by any other substance or condition.
- 5.6. the failure of any coating as a result of moisture in the substrate and where moisture levels exceeded 5% on concrete using the B4 Scale and 8% on cement plaster using B2 Scale, measured on a Dozer Hygrometer.
- 5.7. The Impa guarantee covers premature blistering, flaking and peeling of the coating system however it does not cover fading (colour change) or chalking of the paint film. This is because there are factors outside of the manufacturer's control – such as prevailing climate and weather conditions – that can strongly influence the colour fastness of a paint film.

## 6. CLAIMS AND REPAIRS

- 6.1. Any claim made in terms of this guarantee shall be made within 30 (thirty) days of the consumer discovering any defect, damage or failure which gives rise to a claim.
- 6.2. The consumer shall forthwith notify Impa of the claim providing full details thereof and shall set out the basis on which it believes that Impa is liable in the terms of the guarantee. Impa shall be entitled to inspect the alleged paint failure. Impa will be entitled 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 an inspection or testing, the consumer shall not be entitled to perform any repairs to or remove or tamper with any of the coating.
- 6.3. The consumer shall provide any further information as Impa may require, including details of environmental factors and inspection and repair records.
- 6.4. Impa shall use its best endeavors to ensure that the coatings required for repairs are available as soon as possible at the site where repairs are to be carried out but does not assume liability for delay in this respect.
- 6.5. Impa, in its sole discretion shall be entitled to:
  - 6.5.1. Control repair work which is to be carried out in accordance with all its specifications and instructions; and
  - 6.5.2. Appoint a contractor and/or approve the contractor appointed by the consumer.