

# OLYMPIC PAINTS GUARANTEE

## TERMS AND CONDITIONS

- 1 **Definitions**
- 1.1 "**Commencement Date**" means the date the consumer registers his/her guarantee form and receipt on the Olympic Paints website;
- 1.2 "**Products**" means the following products manufactured by Olympic Paints –
- 1.2.1 Natural Elegance (Silky Soft Touch);
- 1.2.2 Plush Coat (Acrylic Roof);
- 1.2.3 Rugged Beauty (Supertex Coating);
- 1.2.4 Suburban Bliss (Royal Matt); and
- 1.2.5 Ultimate Shine (Supergloss Enamel); and
- 1.3 "**Product Failures**" means –
- 1.3.1 delamination of paint from its substrate;
- 1.3.2 delamination of one coat from another; and
- 1.3.3 blistering, chalking, cracking or durability of colour of paint (including uneven fading), when applied in accordance with Olympic Paints instruction, subject to reasonable wear and tear of the paint.
- 2 **GUARANTEE**
- 2.1 Olympic Paints guarantees the Product for the guarantee period (as provided on the Product concerned) against any Product Failures subject to the terms and conditions contained in this guarantee.
- 2.2 In the event that a Product Failure occurs in respect of any Product, Olympic Paints will provide the consumer with such Products and labour as may be reasonably required to rectify the Product Failure on the affected area only.
- 2.3 Save as provided in this clause 1, Olympic Paints makes no other representations or guarantees (implied, expressed, oral or written) with respect to the Product/s.
- 3 **DURATION**
- 3.1 On condition that registration is done within 30 calendar days from date of purchase (as set out on the purchase receipt), this guarantee shall commence on the Commencement Date.
- 3.2 The guarantee shall endure for a period as provided on the Product concerned, calculated from the Commencement Date.
- 3.3 After the expiry of the guarantee period as provided on the Product concerned, the guarantee will lapse and Olympic Paints will no longer guarantee the Product.
- 4 **APPLICATION OF THE GUARANTEE**
- 4.1 This guarantee is limited to cover the following Products –
- 4.1.1 Natural Elegance (Silky Soft Touch) – 12 years;
- 4.1.2 Plush Coat (Acrylic Roof) – 8 years;
- 4.1.3 Rugged Beauty (Supertex Coating) – 8 years;
- 4.1.4 Suburban Bliss (Royal Matt) - 8 years; and
- 4.1.5 Ultimate Shine (Supergloss Enamel) – 8 years.
- 4.2 Save as may be otherwise provided in the Consumer Protection Act 2008, this guarantee shall apply only to Products –
- 4.2.1 purchased and applied within the Republic of South Africa;
- 4.2.2 where the total purchase price does not exceed R10,000 (inclusive of VAT);
- 4.2.3 where the Products have been applied in accordance with the instructions provided for the Product concerned including preparation and application, surface preparation prior to applying of any coat, process of applying the coat and using the correct primer. Instructions are available on [www.olympicpaints.co.za](http://www.olympicpaints.co.za); and
- 4.2.4 where the consumer has registered their receipt and guarantee form on the Olympic Paints website ([www.olympicpaints.co.za](http://www.olympicpaints.co.za)).
- 4.3 In instances of uncertainty with regards to the application of the Product email Olympic Paints at [enquiries@olympicpaints.co.za](mailto:enquiries@olympicpaints.co.za).
- 5 **LIABILITY**
- 5.1 In the event of a Product Failure, Olympic Paints undertakes to provide the consumer with such Products and labour as may be reasonably required to rectify the Product Failure.
- 5.2 The liability of Olympic Paints shall reduce over the guarantee period for the Product concerned according to the following scale –
- 5.2.1 within the first year from the Commencement Date - full Product replacement cost; and
- 5.2.2 for the remaining years of the guarantee period, the liability will be reduced by the following scale –
- 5.2.2.1 for Products guaranteed for a period of 8 years, Olympic Paints liability will be reduced by 15% per annum, save that in year 7 and 8, Olympic Paints will only be liable for 10% of the costs; and
- 5.2.2.2 for Products guaranteed for a period of 12 years, Olympic Paints liability will be reduced by 10% per annum, save that in from year 10 up until the expiry of year 12, Olympic Paints will only be liable for 10% of the costs;
- 5.3 The replacement costs to be incurred by Olympic Paints shall be costs of the Product/s and labour for purposes of repairing the Product Failure on the affected area only, after calculating the reductions provided for in clause 5.2.

5.4 The consumer shall be liable for the balance of the replacement costs, which are not covered by the guarantee, and Olympic Paints will have no further liability in respect thereof.

## 6 EXCLUSIONS

- 6.1 Olympic Paints shall not be liable for –
- 6.1.1 damage to coating arising from external causes outside Olympic Paints' control, such as, but not limited to, acts of God, welding or other heating sources, mechanical damage, hydrostatic pressure, electrical or electrolyte damage, rising damp and other moisture related problems, incorrect cleaning or incorrect use, neglect, explosion, radiation, collision or other accident, vandalism or other malicious damage or other accidents;
  - 6.1.2 damage to coating as a result of movement or deterioration of substrates caused by any other condition or substrate;
  - 6.1.3 the failure of any coating as a result of moisture in the substrate where moisture levels exceed 5% on concrete using the B4 Scale and 8% on the cement plaster using B2 Scale, measured on Doser Hygrometer;
  - 6.1.4 deterioration of any metals as a result of any form of electromechanical action;
  - 6.1.5 the use of a product not prescribed in the instructions of Olympic Paints (including the use of any colourants not prescribed by Olympic Paints);
  - 6.1.6 the failure of any coating on any areas which because of their characteristics, shape, configuration, present special difficulties in either preparation or coating;
  - 6.1.7 use of the Product on boundary walls, garden walls, and all other freestanding structures; and
  - 6.1.8 exterior colours undergoing uniform fading;
  - 6.1.9 any direct or consequential damages, losses and expenses such as, but not limited to, demurrage associated with coating repair work, loss of profits, loss of time, expenses due to the consumer's employees, agents, operators, sub-contractors and all claims by third parties against the consumer.

## 7 GUARANTEE TRANSFERABLE

- 7.1 This guarantee is transferable to the new owner of the property where the Product/s have been applied, subject to the new owner registering the transfer on the Olympic Paints website.
- 7.2 The transfer of the guarantee will not interrupt the guarantee period, which will continue for the balance of the guarantee period as provided on the Product concerned.

## 8 CLAIMS AND REPAIRS

- 8.1 Any claim made in terms of this guarantee must be made within 30 calendar days of the consumer discovering any Product Failure by sending an email to **claims@olympicpaints.co.za**. The consumer shall provide the proof of their guarantee registration form/number.
- 8.2 The consumer shall also notify Olympic Paints of the full details surrounding the claim, set the basis on which he/she believes that Olympic Paints is liable in terms of this guarantee and shall provide the proof of their guarantee registration form/number.
- 8.3 Olympic Paints shall be entitled, in its sole discretion, to inspect the alleged Product Failure and to perform any test in respect thereof.
- 8.4 Prior to inspection and/or testing, the consumer shall not be entitled to perform any repairs to, remove or tamper any of the coating.
- 8.5 The consumer agrees to provide Olympic Paints with such further information as Olympic Paints may require, including, but not limited to, details of any environmental factors, inspection and repair records.
- 8.6 Olympic Paints, in its sole discretion, shall be entitled to –
- 8.6.1 appoint/approve a contractor to attend to the repair work; and
  - 8.6.2 control the repair work which shall be carried out in accordance with its painting instruction.
- 8.7 Where any claim arises during the guarantee period, the guarantee period will not be interrupted and will, after settlement of the claim, continue for the duration of the remaining guarantee period.