

Prolong Pro-Shield

Rubberised Coating for Waterproofing and Roofing Applications

7 Year Guarantee

Dura Paints (Pty) Ltd takes pride in offering you the
Pro-Shield 7 (seven) Year Quality Guarantee:

Whilst we are confident in the quality of our products, we cannot however accept liability for performance failure due to the incorrect application of our products. Pro-Shield offers maximum protection with a 7 Year Guarantee, when applied on suitable and properly prepared surfaces according to instructions. To maintain the guarantee, use only Dura Paints specified products. Whilst Pro-Shield is designed for use over an extended period, it is advisable to apply a maintenance coat every 5 years.

In order to ensure effective preparation of the substrate and correct application of the product kindly refer to the relevant Technical Data Sheets and Safety Data Sheets, available at www.durapaints.co.za.

REGISTRATION OF GUARANTEE

1. Your **Pro-Shield 7** Year Guarantee must be registered prior to the project commencing and no later than 14 days from date of purchase.
2. To register, kindly contact the Dura Paints Guarantee Department on (011) 452 5221 or at orders@durapaints.co.za, Monday to Thursday between 08:00 to 17:00 and Friday between 08:00 to 15:00. The following information will be required from you in order to complete the Guarantee registration:
 - a. Copy of invoice
 - b. Batch number (P/O Number available on product packaging)
 - c. Name and Surname
 - d. Contact telephone number and email address
 - e. Project address and description

It is recommended that the relevant information be written on the invoice and scanned through to orders@durapaints.co.za

3. Once the information has been received, Dura Paints will acknowledge the registration of the Guarantee and provide a Guarantee number for reference.
4. For project specific Guarantees (projects above R10 000), a Technical Specification will need to be issued by Dura Paints prior to project commencement in order to register the Guarantee.
5. For project specific Guarantees (projects above R100 000), a Technical Specification will need to be issued by Dura Paints and an on-site Technical Services Inspection carried out prior to project commencement and Guarantee registration.

Dura Paints (Pty) Ltd provides this Guarantee to the Consumer, subject to the following terms and conditions:

1. EXTENT OF GUARANTEE

- 1.1. This Guarantee is limited to cover Prolong **Pro-Shield** only.

2 THE GUARANTEE SHALL APPLY ONLY WHERE:

- 2.1. The total value of the project invoice relating to the purchase of the Product/s does not exceed R10 000 (Ten thousand Rand) inclusive of VAT.
- 2.2. In instances where the total project purchase price exceeds R10 000 (Ten thousand Rand) inclusive of VAT, on a project specific basis, then Dura Paints shall supply a project application / technical specification, prior to project commencement.
- 2.3. In instances where the total project purchase price exceeds R100 000 (One hundred thousand Rand) inclusive of VAT, on a project specific basis, then Dura Paints shall supply a project application / technical specification prior to project commencement and the paint seller / reseller shall provide a Technical Service Inspection Report (at the discretion of Dura Paints (Pty) Ltd) to ensure that the applicator complies with the supplied Dura Paints project application / technical specification, prior to project commencement and/or during the project.
- 2.4. The Consumer has registered the Guarantee with Dura Paints as per the registration instructions included in this document, and furnished all the purchase and personal details requested. In order for this Guarantee to be valid, this must be done within two weeks (14 days) of the purchase date of the Product/s.
- 2.5. The Guarantee shall commence on the date that the Consumer has registered his/her Guarantee ("the Commencement date") and endure for a period of 7 (seven) years calculated from the Commencement Date.
- 2.6. 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 at the sole discretion of Dura Paints (Pty) Ltd.
- 2.7. This Guarantee shall apply only to Products purchased and applied within the Republic of South Africa.

3. GUARANTEE TERMS

- 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 regard to 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 the painting of the surface,
- 3.1.3 The Consumer has used the entire paint system recommended by Dura Paints. This means the use of Dura Paints recommended primers, undercoats and finishing coats as per Dura Paints Technical Data Sheets (available at www.durapaints.co.za).
- 3.1.4 Spreading rates were diligently adhered to as recommended for each coat to ensure that the necessary film thickness is achieved.
- 3.1.5 Special precautions have been observed in harsh environments such as coastal, mining and industrial areas.
- 3.1.6 The freshly coated surface was not cleaned within 7 days of application, to allow for drying/curing.
- 3.1.7 The paint has not been thinned in any way other than that specified in either the Technical Data Sheet or relevant Dura Paints specification (available at www.durapaints.co.za).
- 3.2. The Product is used strictly for the following applications:
- 3.2.1. Waterproofing: of roofs, parapet walls, roof bolts, flashings, roof joints, wall and chimney cappings.
- 3.2.2. Roof Coating: steel, tiles, fibre cement.
- 3.2.3. Corrosion Protection: Protection against corrosion on suitably prepared and primed Chromadek, Aluzinc, ZincAlume, corrugated iron, galvanised steel and mild steel.

4. THE DURA PAINTS GUARANTEE

- 4.1. This Dura Paints Pro-Shield Guarantee only applies in the event of a direct result of proven, inherent defect in the basic paint material.
- 4.2. The Dura Paints Pro-Shield Guarantee covers, and is limited to, the following:
- 4.2.1. No cracking of the paint film should occur as per ISO 4628-4:2003.
- 4.2.2. No blistering of the paint film should be visible as per ISO 4628-4:2003.
- 4.2.3. Adhesion failure or inter-coat adhesion failure where the Dura Paints Product has been used in its' entirety (i.e. the entire recommended Dura Paints system has been utilised) from primer direct to substrates as well as top coats (i.e. delamination of paint coats / delamination from substrate).

5. PERIOD OF GUARANTEE

- 5.1. The Guarantee shall commence on the date of registration "commencement date" of the Guarantee by the Consumer and shall continue for a period of seven (7) years from the "commencement date."
- 5.2. The Guarantee is non-transferable.
- 5.3. In the event of a claim during the Guarantee period, the period will not commence afresh after settlement of the claim, but will remain valid for the remainder of the period.

6. EXCLUSIONS

- 6.1 Dura Paints shall not be liable for:
- 6.1.1 Previously coated substrates where the existing paint (old paint) has adhesion or inter-coated adhesion failure.
- 6.1.2 Damage to the coating arising from external causes outside Dura Paints' control such as, but not limited to, welding or other heating, pollution, mechanical damage, excessive methods, hydrostatic pressure, electrical or electrolyte

- damage, incorrect cleaning or incorrect use, neglect, wear and tear, fire, explosion, radiation, collision or other accident, acts of God, vandalism or other malicious damage, damage caused due to industrial action, and the like;
- 6.1.3 The failure of any coating on any areas which because of their shape, characteristics or configuration, surface type, heavy traffic areas etc which are not conducive to proper preparation or coating application / which present special difficulties in either preparation or coating;
 - 6.1.4 The deterioration of any metal as a result of any form of electrochemical action;
 - 6.1.5 Any indirect or consequential damages, losses and expenses such as but not limited to demurrage associated with coating repair work, labour, 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; and/or
 - 6.1.6 Damage to the coating arising from deterioration or movement of substrate caused by any other substance or condition e.g. structural cracks, plaster cracks, moisture ingress etc.
 - 6.1.7. Paint failure due to surface failure outside the control of the coating system e.g. failure and/or deterioration of plastered and metal surfaces, rising and penetrating damp and the pooling of water.
 - 6.1.8. Touch up work resulting in colour mismatch or failure and colour variances due to different batch numbers.
 - 6.1.9. Exterior colours undergoing uniform fading.
 - 6.1.10. The failure of the coating in areas of long-term ponding and under tiles.
 - 6.1.11. Fair wear and tear from elements, which include but are not limited to extreme weather, hail, dust, gaseous or particulate pollutants, acid rain, incorrect use, fungal infestation, mechanical damage and malicious damage.

7. LIABILITY

- 7.1 In the event of a proven Product failure Dura Paints undertakes to supply such paint that may reasonably be required to rectify the problem. The Guarantee will be subject to a pro-rata reduction of total cost of rectification.
- 7.2 Pro-rata reduction will be applied as follows:

7.2.1

Period	Liability - % of Product Replacement Cost
Month 1 – 12	100% of Product replacement cost
Month 13- month 36	75% of Product replacement cost
Month 37 – month 60	50% of Product replacement cost
Month 61 – month 84	25% of Product replacement cost

- 7.2.2 The replacement cost shall be the cost of the paint only taking the pro-rata reduction into account at the time of the claim. The Consumer shall be liable for the balance of the rectification costs, which are not covered by Dura Paints in view of the pro rata reduction as set out above.
- 7.2.3 The Guarantee excludes labour and costs of labour for the application or removal of any direct and/or indirect, special, incidental and/or consequential loss or damages, of whatsoever nature and howsoever caused.

8. CLAIMS

- 8.1. All claims for the replacement of the Product due to the paint failure must be made within 2 weeks (14 days) of the Consumer discovering the failure.
- 8.2. The Consumer must furnish Dura Paints with the supplied Guarantee number. For large project Guarantees. The Consumer will be required to supply a copy of the Technical Services Report in the event of a claim (see 2.2 and 2.3 above).
- 8.3. The Consumer and/or Product seller must supply Dura Paints with any information required to conduct an investigation.
- 8.4. Dura Paints shall be entitled to inspect the alleged paint failure or appoint a nominated third party to do so.
- 8.5. Prior to such inspection, the Consumer is not entitled to perform any repairs or tamper with any such alleged failed coating.
- 8.6. The Consumer shall provide such information as Dura Paints may require, including details of environmental factors and inspection and repair records.
- 8.7. Dura Paints shall use its best endeavours to ensure that the coatings required for repairs are available as soon as is practical, but does not assume liability for any delay in this respect.
- 8.8. Dura Paints will endeavour to resolve the claim timeously.
- 8.9. Dura Paints (Pty) Ltd, in its' sole discretion shall be entitled to control coating repair work which is to be carried out in accordance with all its specifications and instructions.
- 8.10. Any Product replacement will be rounded off to the nearest pack size available.
- 8.11. The Consumer will make arrangements, at his/her own cost, for the collection of the replacement Product from the Dura Paint stockist in the area nearest to the Consumer.
- 8.12. Throughout this Guarantee the words "Paint Failure" shall mean any of the following occurring:
 - 8.12.1. Cracking of the paint film; or
 - 8.12.2. Blistering of the paint film; or
 - 8.12.3. Adhesion failure or inter-coat adhesion failure where the Dura Paints Product and system has been used in its entirety.
- 8.13. This Guarantee does not cover any direct, indirect or consequential damages.

9. APPLICATION OF LAWS

- 9.1. Nothing in this guarantee is intended to limit the liability of Dura Paints (Pty) Ltd or the remedies of the Consumer in any way which could contravene the provisions of any applicable law in South Africa, including the Consumer Protection Act, 2008 ("CPA"). Despite the other provisions of this guarantee, if and to the extent that the CPA applies, the Consumer will have such rights and remedies as set out in the CPA, but only in accordance with the provisions of and time periods set out in the CPA.