



### POLYCOLOR FIBRATED WATERPROOFING

This is a comprehensive warranty document for Polycolor Fibrated Waterproofing offered by Polytol Paints Ltd. Here's a summarized breakdown of its key features and conditions:

### **Product Overview**

Polycolor Fibrated Waterproofing is a high-performance, fibre-reinforced coating which is designed to protect roofs, basements, and exterior walls against water intrusion and environmental damage.

### **Warranty Details**

- a. Coverage:
- A 3-year warranty is provided on the application system (horizontal and vertical surfaces).
- Covers the system specified in the Technical Data Sheet (TDS), which includes:
- Durabond A
- Fibre-reinforced waterproofing coating.
- . Warranty Activation:
- The warranty is valid **only upon registration** with Polytol Paints Ltd
- Registration must occur at least 2 days before surface **preparation** to facilitate a site visit by the company's team.
- c. How to Register:
- Contact Polytol Paints Ltd at +230 249 1299.
- Ensure compliance with all stated requisites during registration.

#### MINIMUM PURCHASE

### **Conditions for warranty Validity**

- a. Minimum Purchase Requirement: At least 40 Lt of Polycolor Fibrated Waterproofing must be purchased and fully consumed on a single building.
- b. Application Scope: The entire terrace/roof, including parapet walls, must be properly coated as per the company recommended application guidelines.

Failure to meet either of these conditions will void the warranty, even if registration and other processes are completed. Ensure adherence to both requirements for the warranty to be applicable.

### COMMENCEMENT AND DURATION

### **Commencement of Warranty**

a. Start Date: The warranty begins on the completion date of the

- painting project on the specified building or structure ("The Commencement Day")
- b. Recess in Work: If the painting or waterproofing project has a break or recess, the commencement date will be determined at the discretion of Polytol Paints Ltd.
- c. Inspection: The company may appoint an inspector to ensure the application meets the specified standards before the warranty is validated

#### **EXTENT OF WARRANTY**

- a. When the total volume of the said system purchased exceeds 40 Lt and the usage on a particular site exceeds 40 Lt.
- b. For sites where the quantity of the said system usage exceeds 200 Lt, the warranty is applicable, subject to satisfactory pre-inspection of the exterior surface by the company's representative.
- c. Only the surface immediately underneath the application of the building, as the case may be, shall be covered under this warranty. The warranty shall not cover the cases of water seepage from surfaces NOT covered with Polycolor Fibrated Waterproofing.
- d. Under normal use and service, the horizontal and vertical walls of building which is not coated by Polycolor Fibrated Waterproofing should be free of water leakage or seepage.
- e. The company will only provide replacement paint for re-application of coating, as may be necessary to set right the Paint Failure in the affected portion only in accordance with liability as indicated in the 'Liability' section.

#### **DURATION AND CLAIMS**

- a. Warranty period: The warranty is valid for three (3) years from the commencement date. It covers:
- Waterproofing performance.
- Anti-algal performance.
- b. Claims During Warranty: If a claim arises during the warranty period and is resolved, the original warranty period will not restart or extend

# **Definition of "Paint Failure" under the Warranty**

The term "paint failure" refers to any of the following issues, provided all other warranty conditions are met:

a. Film integrity: Flaking and peeling of the paint Polycolor Fibrated Waterproofing coating, caused by one layer separating from another or from the underlying surface.

#### b. Visual Damage:

- Blistering, splitting, tearing, or cracking of the paint film.
- Signs of excessive weathering due to defective materials in the product
- c. Water Ingress: External water leakage through terraces or

- parapet walls, indicating a failure in the waterproofing applica-
- d. Fungal or Algal Growth: Noticeable fungus or algae growth on treated wall surfaces, covering at least a minimum area of 2 m<sup>2</sup> (21.5 ft<sup>2</sup>).

### Important Notes:

- a. The warranty for waterproofing & anti-algal/anti-fungal performance is limited to a 3-year period from the date of purchase.
- Any claims related to paint failure must meet these criteria for the warranty to be applicable.

### WARRANTY APPLICABILITY

#### a. Minimum Quantity:

- The warranty is valid only when:
- The total purchase exceeds 40 Lt.
- The usage on a single site also exceeds 40 Lt.

#### b. Larger Projects:

- For projects where usage exceeds 200 Lt, the warranty is
- Pre-inspection of the exterior surface by a company represen-
- Approval based on satisfactory surface conditions.

#### c. Covered Areas:

• The warranty covers only the surface directly underneath the application of Polycolor Fibrated Waterproofing.

### d. Exclusions:

- Surfaces not coated with Polycolor Fibrated Waterproofing.
- · Water seepage originating from uncoated areas is not covered

#### e. Expectations for Uncoated Surfaces:

• Surfaces (horizontal or vertical) not treated with the product are expected to remain free from the water leakage or seepage under normal use and conditions. However, they are not covered by this warranty.

#### Replacement Policy: Paint Failure Resolution:

- If paint failure occurs on an affected portion of the treated area, the company will provide replacement paint for reapplication as needed.
- This is done in accordance with the terms outlined in the Liability section (see related details).

### METHOD OF APPLICATION

### a. Surface Preparation:

- Ensure proper surface preparation is completed.
- Allow at least 1 month of curing for any cement surfaces before application

### b. Sealer Application:

- Use Polycolor Durabond A, dilute in a 1:3 ratio with water (1part Polycolor Durabond A to 3 parts water). Single coat-25 microns DFT. Allow it to dry for 6-8 h.
- Apply a single coat to the dry surface, achieving 25 microns DFT (Dry Film Thickness)
- Allow the seater to dry for 6-8 hours

### c. Priming:

- Apply the first coat of Polycolor Fibrated Waterproofing. diluted up to 30% with water.
- Allow the coat to dry for 6-8 hours.

### d. Coating:

- Second Coat: Apply a second coat of Polycolor Fibrated Waterproofing without dilution.
- Third coat: Apply a third coat of Polycolor Fibrated Waterproofing without dilution.

### **Kev Notes:**

- Ensure each layer is completely dry before proceeding to the
- Follow the exact ratios and drying times to maintain the effectiveness of the system and comply with warranty conditions.

### APPLICATION REQUIREMENTS FOR WARRANTY VALIDITY

### Surface and Area Requirements

### a. Coverage Area:

- The system is applied to terraces, concrete surfaces, bare plaster, or vertical walls.
- The entire terrace is fully coated, including parapet walls, up to 2 ft below the terrace-parapet joint on the exterior wall

### b. Coverage Rate:

• The product is applied at the coverage rate specified in the Technical Data Sheet (TDS): 3 m<sup>2</sup>/L.

## **Preparation and Crack Repair**

## c. Crack Filling:

- Cracks up to 3 mm in width are filled using Polycolor Waterproofing Crack Filler.
- The crack filler must be applied as per its **TDS instructions** before the waterproofing application.

### d. Surface Preparation:

The terrace/roof is thoroughly prepared, including:

- Repair work
- Cleaning to remove grease, dust, loose particles, or other contaminants

### e. Roof slope:

• A suitable slope must be provided to prevent water

#### LIABILITY TERMS

#### a. Liability Reduction Over Time:

The company's liability for replacement costs decreases over the 3-year warranty period

- First 12 months (Year 1): 100% of the replacement cost.
- Month 13 to Month 24 (Year 2): 75% of the replacement
- Month 25 to Month 36 (Year 3): 50% of the replacement

### b. Paint Cost Only:

- The company's liability is limited to the cost of the paint (Polycolor Fibrated Waterproofing) required to address the specific area of paint failure.
- Other costs such as Labour, tools, or additional materials are **not covered** by the company.

• The **replacement cost** refers to the cost of the required

• The company will **not be liable** for any **indirect or conse-**

#### c. Replacement Cost Details:

- quantity of Polycolor Fibrated Waterproofing paint at the time the claim is lodged.
- The **customer** will bear all other costs, including:
- Labour for reapplication.
- Equipment and miscellaneous charges.

#### d. Exclusions:

- **quent losses** or damages, such as:
  - Property damage.
  - Additional costs incurred due to delays or secondary
- The customer's **exclusive remedy** is the replacement of paint as per the terms outlined in this clause.

# STRUCTURAL REPAIRS AND PREVIOUS TREATMENTS

- a. Structural Repairs: Loose plaster and structural cracks are repaired as per standard construction practices.
- b. Removal of Previous Treatments: Any previous waterproofing treatment (e.g., 2K cement-based coatings or bituminous layers) is completely removed to expose the bare plaster before applying the Polycolor system.
- c. Adjoining Terraces: If the terrace is separated from an adjoin**ing terrace** by a **common parapet wall.** The adjoining terraces (not coated with Polycolor) must not have any leakages.

### **Kev Notes:**

Failure to comply with any of the above conditions may void the warranty. For the best results, ensure all steps align with the instructions provided in the Technical Data Sheet (TDS).

# **CONDITIONS OF WARRANTY**

## a. Application Guidelines:

- Polycolor Fibrated Waterproofing must be applied strictly according to:
- The **instructions** provided by the company.
- The technical data sheet (TDS) available at the time of
- Good working practices, including proper preparation and application methods.

### b. Scope of Coverage:

- The Warranty applies **only** for seepage from the following surfaces:
- **Terraces**, parapet walls and vertical surfaces
- This is valid if Polycolor Fibrated Waterproofing has been properly applied on the entire terrace.

### c. Product Storage and shelf life:

• The product must be stored as per the packaging instructions and used within its specified shelf life.

#### d. Weather and Environment Conditions:

- Application must not be carried out during or before extreme weather conditions, such as:
- **Extreme temperatures** (hot or cold)
- Rains, fog, mist, snow, or any other weather conditions that could impact application or curing.

#### e. Product Compatibility:

 Polycolor Fibrated Waterproofing must not be combined with any products from other manufacturers.

WARRANTY PERIOD - EXTERNAL WATER INGRESS	REPLACEMENT COST
From 1st month to 12th month	100%
From 13th month to 24th month	75%
From 25th month to 36th month	50%
37th month onwards	Nil

### OWNER'S RESPONSIBILITIES

### a. Safety on Coated Surfaces:

- Slippery conditions:
- Areas coated with Polycolor Fibrated Waterproofing may become slippery when wet.
- Care must be taken when accessing the roof, especially
- Polytol Paints Ltd does not assume responsibility for the safety of individuals accessing the roof under these conditions.

### b. Post-Application Care:

- Housekeeping and Maintenance:
- The Owner is responsible for normal housekeeping and aftercare following the application of the Polycolor Fibrated Waterproofing system.
- This includes proper cleaning and maintenance to ensure the system remains effective over time.

### EXCLUSIONS

### The warranty shall be void in the following event:

#### a. Water-Related Issues:

- Dripping or Overhanging Branches: Intermittent water dripping caused by overhanging branches, terrace gardening (e.g., plant pots), or concealed plumbing lines.
- Ingress From Untreated Areas: Water entering from outer walls, bathrooms, toilets, kitchen sinks or any area not treated with Polycolor Fibrated Waterproofing.
- Capillary Action: Water penetration due to capillary rise from the ground level, leading to seepage or continuous
- Poor Maintenance: Inadequate housekeeping of the terrace or roof leading to water logging
- Storage Tanks: Leakages through water storage tanks located on terraces.

### b. Structural and Design Issues:

- Design Defects:
- Structural or design issues, such as inadequate drainage, building settlement, movement, or other structural defects.
- Inaccessible Areas:
- Leakages in areas where Polycolor Fibrated Waterproofing could not be applied due to **inaccessibility** (e.g., ducts).
- Expansion or Structural Changes: Issues caused by expansion, reduction, shifting, cracking of building components.

### c. Improper Usage or External Damages:

- Chemical Exposure: Damage caused by exposure to chemicals, solvents, or oils.
- Puncturing of Membrane: Membrane Puncture from sharp objects, heavy movements, or installations (e.g., fixing antennas or other structures).

#### d. Natural Calamities and External Events:

- Acts of God: Damage from floods, earthquakes, storms, hall, lightning, or other natural calamities.
- Additional Installations: Leaks caused by post-installation activities or the presence of pre-installed elements inconsistent with the recommended application.

### e. Manufacturing and Surface-Related Issues:

• Warranty Scope: Covers only manufacturing defects of the Polycolor Fibrated Waterproofing and exclusive external or uncontrollable factors such as:

- Structural defects, moss/vegetation growth, bird droppings, or water seepage from the structure.
- Staining caused by terrace gardening.
- Issues arising from natural wear and tear or improper surface preparation.
- Surfaces contamination or not dried properly before
- Contractor or Painter Negligence: Errors caused by the contractor/painter, including improper application or defective installation
- Weak or Damaged Surfaces: Problems arising from:
- Weak or de-bonded plaster
- Broken water spouts or old pipelines.

### CLAIMS AND REPAIR

- a. Claim Notification:
- Timeframe: Any claim must be submitted within 30 days of the consumer discovering the defect, damage or failure that triggers the claim.

#### b. Notification Details:

- The consumer must notify Polytol Paints Ltd immediately and provide:
- Full details of the issue.
- A clear explanation of why they believe the company is liable under the warranty.

### c. Inspection and Testing:

- Company's Right to Inspect:
- Polytol Paints Ltd reserves the right to inspect the paint application process where the system is alleged to have
- The company may carry out tests, either by itself or through a nominated agent.
- Repair Restrictions: Before the company conducts the inspection or testing, the consumer is not permitted to repair, remove, or tamper with any part of the waterproofing system

### d. Repair Material Availability:

- · Best Efforts:
- The company will make its best efforts to ensure that the paint required for repairs is available at the location where repairs need to be performed.
- However, the company is **not liable** for delays in providing the necessary materials

# e. Repairing Control and Contractor Appointment:

- Control over Repairing: The company has the right to control or monitor the repainting process to ensure it follows all of the company's specifications and instructions.
- Contractor Appointment: The company may either appoint its own contractor or approve the contractor selected by the

customer.

### **MISCELLANEOUS**

### a. Limitation of Liability:

- Exclusion of Liabilities:
- This warranty disclaims any liabilities for contracts, torts (including negligence), and strict liability
- The company **does not make any warranties** regarding the merchantability or fitness for any particular purpose of the Polycolor Fibrated Waterproofing system.
- There are **no additional warranties**, whether expressed or implied, beyond those specifically outlined in this warranty.

### b. Dispute Resolution:

 Mediation Requirement: If any dispute arises between the company and the customer, regarding the warranty, neither party can begin **court or arbitration proceedings** unless they have first attempted mediation.

### c. Jurisdiction:

• Exclusive Jurisdiction: Any legal disputes will be in case will be subject to the exclusive jurisdiction of the courts of Mauritius.

### d. Confidentiality:

WARRANTY ID. NO.

• Confidential Handling of Disputes: Both the customer and the company will maintain **confidentiality** regarding the facts and matters related to any dispute at all times.

#### WARRANTY INFORMATION

#### **CUSTOMER DETAILS**

Name
Contact
Site Address
Warranty Identification Number (WIN)(To be issued to the customer by company)
Warranty commencement date
PRODUCT DETAILS
Lot number
Quantity (Liters) Mfg. date
Area to be painted (in sq. m.)
DEALER DETAILS
Dealer name
Address
Invoice no Invoice date
Dealer's stamp:

# TO BE FILLED BY THE CUSTOMER

CONTRA	ACTOR'S NAME
Tel No.	
Address	









TEL: 249 1299 - 249 1499