

## QUALITY GUARANTEE

Laminin Coatings (Pty) LTD guarantees to the consumer subject to these terms and conditions:

### 1. EXTENT OF GUARANTEE

1.2 This guarantee is limited to the period as stated in the latest and updated data specification and only applies to that particular product

1.3 Laminin will replace product to the original specification, as may be required to repair the product failure, in accordance with clause 6.

The Laminin Quality Guarantee only applies in the event of a **direct result** of proven, inherent defect in the basic paint material and throughout this guarantee the words “Coating Failure” shall mean any of the following occurring:

1.3.1 Delaminating of one coating from another; or

1.3.2 Delaminating of coating from its substrate; or

1.3.3 Coating Failures such as Chalking, Cracking, Loss of Gloss and Loss of Colour (including fading and yellowing); provided that all of the foregoing shall be subject to the reasonable wear and tear criteria and is deemed to be abnormal performance of the coating as specified by Laminin for each of the products.

### 2. COMMENCEMENT AND DURATION

2.1 This guarantee shall commence on the date of purchase and it is required that the consumer lodges his/her guarantee on the Laminin website ([www.Laminincoatings.co.za](http://www.Laminincoatings.co.za)). In order for this guarantee to be valid, this must be done within 30 (thirty) days of the Purchase date of the Product/s.

(“GUARANTEE PERIOD”).

2.3 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 Laminin.

### 3. APPLICATION

3.1 The Guarantee shall only be applicable where:



3.1.2 Application has been done in accordance with the specification / instructions provided for the particular coating concerned with regard to preparation and application (updated instructions and specifications available on [www.Laminincoatings.co.za](http://www.Laminincoatings.co.za)).

3.1.3 Application shall include all essential elements of good painting practice and surface preparation prior to application of the coating, as well as the process of application (updated instructions and specifications available on [www.Laminincoatings.co.za](http://www.Laminincoatings.co.za)).

3.1.4 The consumer has followed the correct surface preparation and used only the specified Laminin Coatings products for the complete application, this means the use of specified primers, undercoats, and finishing coats as per Laminin technical publications (updated instructions and specifications available on [www.Laminincoatings.co.za](http://www.Laminincoatings.co.za)).

3.1.5 Specified spreading rate were adhered to, to achieve the necessary film thickness.

3.1.6 The paint has not been diluted in any form other than specified in technical publications

3.1.7 The product was used strictly for purpose it was formulated and manufactured for.

#### 4. LIABILITY

4.1 The liability of Laminin shall reduce per GUARANTEE PERIOD according to the following scale:

##### 4.1.1 8 YEAR QUALITY GUARANTEE:

Year 1 – 0%, Year 2 – 10%, Year 3 – 20%, Year 4 – 30%, Year 5 – 40%, Year 6 – 50%, Year 7 – 75%, Year 8 – 90%

##### 4.1.3 12 YEAR QUALITY GUARANTEE:

Year 1 – 0%, Year 2-5 – 25%, Year 5-8 – 50%, Year 8-10 – 75%, Year 10-12 – 90%

##### 4.1.4 15 YEAR QUALITY GUARANTEE:

Year 1 – 0%, Year 2-5 – 25%, Year 5-8 – 50%, Year 8-10 – 75%, Year 10-12 – 85%, 12-15 – 95%

4.2 The consumer shall be liable for the balance of the replacement costs, which are not covered by Laminin, as indicated in 4. above.

## 5. EXCLUSIONS

Laminin shall not be liable for:

5.1 Damage to the coating arising from external causes outside Laminin's control such as, but not limited to, welding or other heating, pollution, mechanical damage, hydrostatic pressure, 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 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 electrochemical action (rusting).

5.4 Any indirect or consequential damages, losses and expenses such as but not limited to demurrage associated with coating repair work, loss of time, expenses due to the consumer's employees, agents, operator 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 substrate or condition, e.g. structural cracks, plaster cracks, rising dampness, moisture ingress, or dampness as a result of earth-retention.

5.6 Exterior colours undergoing uniform fading. The lightness of the colour will show uniform change. This is a natural occurrence with exterior architectural coatings. However, the main constituent of the colour which is the hue will be maintained during the life of the coating. Acceptable colour change will be determined by the Grey Scale Standard ISO 105-A02:1993 (E): 4-5 up to 3 years and 3-4 up to 5 years. Changes beyond 5 years will not be considered.

5.7 Purchases above a total value of R20,000.00 including vat. To qualify for guarantee inspection and monitoring is required by an appointed or approved representative of Laminin. Please contact your nearest distributor.

5.8 Any area that does not fall within the recognized borders of Republic of South Africa.

## 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 Laminin of the claim providing full details thereof, and shall set out the basis on which it believes that Laminin is liable in terms of the guarantee. Laminin shall be entitled to inspect the alleged coating failure, in which the coating is alleged to have failed and 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 inspection or testing, the consumer shall not be entitled to perform any repairs to or remove or tamper with any part of the coating.

6.3 The consumer shall provide the original till slip or receipt as proof of purchase. The original till slip must be legible to Laminin.

6.4 The consumer shall provide such further information as Laminin may require, including details of environmental factors and inspection and repair records.

6.5 Laminin shall use its best endeavours to ensure that coatings required for repairs are available as soon as practical at the place where the repairs are to be carried out, but does not assume liability for delay in this respect.

6.6. Any Product Replacement will be subject to the following:-

6.6.1 Rounding off to the nearest pack size available; and

6.6.2 The consumer will make arrangements, at its own cost, for the collection of the replacement product from the paint stockiest in the area nearest to the consumer.

6.6.3 Laminin will not be responsible or be held accountable for the application / repair costs of the consumer, contractor or any other person.