



www.laminincoatings.co.za



LAMININ COATINGS (PTY) LTD

QUALITY GUARANTEE

1. **EXTENT OF THE GUARANTEE**

1.1 The Laminin Quality Guarantee only applies to paint products that have been manufactured by Laminin Coatings and is limited to the period stated in the latest and updated data specification for a particular product.

1.2 The 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:

1.2.1 Delaminating of one coating from another; or

1.2.2 Delaminating of coating from its substrate; or

1.2.3 Coating Failures such as Chalking, Cracking, Loss of Gloss and Loss of Colour (including fading and yellowing) – 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.



SINCE 1981



DIRECTORS • JG VERMEULEN • EL VERMEULEN • JG VERMEULEN JNR • CCVW STRÖHFELDT

- 1.3 In the event of product failure, Laminin Coatings (Pty) Ltd will replace product to the original specification subject to the conditions set out in Clause 6.

2. **COMMENCEMENT AND DURATION**

- 2.1 The Laminin Quality Guarantee shall commence on the date of purchase. The consumer is required to lodge his/her guarantee on the Laminin Coatings (Pty) Ltd website – www.laminincoatings.co.za

- 2.2 In order for this guarantee to be valid, the guarantee must be lodged within 30 (thirty) days of the purchase date of the product/s.

- 2.3 Where any claim arises during the guarantee period, the period will not start afresh after settlement of the claim, unless at the sole discretion of Laminin Coatings (Pty) Ltd it is determined that a total repaint is required.

- 2.4 This guarantee is the sole guarantee given by Laminin Coatings. Laminin Coatings makes no other guarantees, express or implied, oral or written, with respect to the product, the application or use thereof, or otherwise.



SINCE 1981



LAMININ COATINGS (PTY) LTD • Reg No 2012/103111/07

13 MONUMENT ROAD | ORANJESIG | BLOEMFONTEIN 9301 | 051 447 8938



DIRECTORS • JG VERMEULEN • EL VERMEULEN • JG VERMEULEN JNR • CCVW STRÖHFELDT



www.laminincoatings.co.za



3. **GUARANTEE TERMS**

3.1 This guarantee shall only be applicable where the consumer has followed and adhered to the Laminin Coatings product specifications and instructions as specifically set out on Laminin Coatings (Pty) Ltd website to be found at www.laminincoatings.co.za.

3.2 The Laminin Coatings product specifications and instructions specifically set out under the following headings what the consumer must adhere to in using Laminin Coating products:

- 3.2.1 Application techniques and precautions to be followed and adhered to for the coating concerned.
- 3.2.2 Colour selection.
- 3.2.3 Health and Safety.
- 3.2.4 The paint system.



SINCE 1981

 **LAMININ COATINGS** (PTY) LTD • Reg No 2012/103111/07
13 MONUMENT ROAD | ORANJESIG | BLOEMFONTEIN 9301 | 051 447 8938



DIRECTORS • JG VERMEULEN • EL VERMEULEN • JG VERMEULEN JNR • CCVW STRÖHFELDT

4. **LIABILITY**

Subject to Laminin Coatings product specifications and instructions –

4.1 In the event of proven product failure, Laminin Coatings undertakes to supply free of charge such materials that may be required to rectify the problem. The terms of the guarantee shall be for the stated life expectancy commencing on the date of the completion of the work and subject to a pro-rata deduction of total costs of rectification based on the original contract price.

4.2 Pro-rata deduction in respect of the 8-year quality guarantee is understood as follows:

4.2.1 The first year is guaranteed a 100% of the original contract value.

4.2.2 The remaining 7 (seven) years will be pro-rata deducted by 14.28% per annum on a reducing contract value to zero at the end of the 8th year period.



SINCE 1981

4.3 Pro-rata deduction in respect of the 12-year quality guarantee is understood as follows:

4.3.1 The first year is guaranteed a 100% of the original contract value.

4.3.2 The remaining 11 (eleven) years will be pro-rata deducted by 9,09% per an annum on a reducing contract value to zero at the end of the 12th year period.

4.4 Pro-rata deduction in respect of the 15-year quality guarantee is understood as follows:

4.4.1 The first year is guaranteed a 100% of the original contract value.

4.4.2 The remaining 14 (fourteen) years will be pro-rata deducted by 7.14% per an annum on a reducing contract value to zero at the end of the 15th year period.

4.5 The replacement costs shall be the cost of the paint taking the pro-rata deduction into account at the time of the claim based on the original contract



SINCE 1981

value. The consumer shall be liable for the balance of the replacement costs, which are not covered by Laminin Coatings, as indicated in clause 5 below.

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).



SINCE 1981



DIRECTORS • JG VERMEULEN • EL VERMEULEN • JG VERMEULEN JNR • CCVW STRÖHFELDT



www.laminincoatings.co.za



- 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.



SINCE 1981



LAMININ COATINGS (PTY) LTD • Reg No 2012/103111/07

13 MONUMENT ROAD | ORANJESIG | BLOEMFONTEIN 9301 | 051 447 8938



DIRECTORS • JG VERMEULEN • EL VERMEULEN • JG VERMEULEN JNR • CCVW STRÖHFELDT



www.laminincoatings.co.za



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.



SINCE 1981

 **LAMININ COATINGS** (PTY) LTD • Reg No 2012/103111/07
13 MONUMENT ROAD | ORANJESIG | BLOEMFONTEIN 9301 | 051 447 8938



DIRECTORS • JGVERMEULEN • ELVERMEULEN • JGVERMEULEN JNR • CCVW STRÖHFELDT



www.laminincoatings.co.za



- 6.4 The consumer shall provide such further information as Laminin Coatings may require, including details of environmental factors, which is external to the product and of which Laminin Coatings has no control over; 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 clause 4 and only when Laminin Coatings has determined upon proper investigation that it is liable as contemplated in the product guarantee.

7. **APPLICATION OF LAWS**

Nothing in this guarantee is intended to limit the liability of Laminin Coatings or the remedies of the customer in any way which would contravene the provisions of any applicable law in South Africa, including the Consumer Protection Act, 68 of 2008 ("CPA"). Despite the other provisions of this guarantee, if and to the extent that the CPA applies, the customer will have such rights and remedies as set out in the CPA, but only in accordance with and time periods set out in the CPA.



SINCE 1981



LAMININ COATINGS (PTY) LTD • Reg No 2012/103111/07

13 MONUMENT ROAD | ORANJESIG | BLOEMFONTEIN 9301 | 051 447 8938



DIRECTORS • JG VERMEULEN • EL VERMEULEN • JG VERMEULEN JNR • CCVW STRÖHFELDT