

## Dulux Assurance – Terms and Conditions

1. The Dulux Assurance (the “Assurance”) enables a customer who has purchased Dulux Velvet Touch Pearl Glo, Dulux Velvet Touch Diamond Glo, Dulux Ambiance Velvet Touch Elastoglo, Dulux Velvet Touch Platinum Glo, Dulux Weathershield Protect, Dulux Weathershield Max, Dulux Weathershield Powerflexx, Dulux Weathershield Flash, Dulux Superclean 3 in 1, Dulux Superclean, or Dulux Supercover (“Selected Products”), and if the selected product(s) hasn't delivered the colour, uniform finish or coverage, as stated, to claim a voucher for replacement of the Selected Product(s) in accordance with these Terms and Conditions (“Redemption”).
2. Assurance is applicable on Selected Products (i) invoiced on or after 23 November 2020 and (ii) used for paint application sites situated in the National Capital Territory of Delhi and Surat city only. It is not applicable as of now to other parts in India.
3. Description of Assurance on Colour, Coverage & Finish
  - a. **Colour:** In the unlikely event that the colour looks different when it is on the wall than the collaterals\* available in market, it will be replaced under Dulux Assurance. (\*Collaterals would mean latest Shade cards, Fan decks and Color books available in market from AkzoNobel India). Minor variation from such collateral due to difference in base material is not covered.
  - b. **Coverage:** After application, the paint hides the surface area underneath. ‘Hides’ herein would mean that 95% of the surface underneath is hidden once dry. It will be determined by the spreading rate on application and number of recommended coats, as stated on product data sheets.
  - c. **Finish:** If the paint is applied in the manner as directed, once dry it should have an even uniform finish with no patchiness.
4. The applicability of description of Assurance commences after the painting job has been completed and the paint has dried completely.
5. The Assurance is only available to private individuals who are residents of India. The Assurance is not available to employees of the AkzoNobel group of companies, their agents, distributors, wholesalers, resellers or retailers. Resellers, retailers and contractors/painters may not submit claims on behalf of their customers.
6. The Assurance covers the replacement of the Selected Product as per the material consumption on the affected area only (the material consumption shall be calculated by the stated product coverage norms on the Product Data Sheet published on the website).

7. Subject to para mentioned above, maximum redemption quantity of material shall be capped for a site to (i) 20 liter of the Selected Product each for interior and exterior surfaces (as applicable) or the quantity calculated under para #6 above or the quantity of Selected Product actually bought by the customer, whichever is lower, under this Assurance program. For further redressal of any product quality issue, normal complaints procedure is available as a recourse. Redemption excludes any claim for labour or other costs in respect of the original or replacement product.
8. The Selected Product must have been applied on properly prepared surfaces and in accordance with the manufacturer's tips and instructions (including product datasheets available on website <https://www.dulux.in/> or on request) in order to avail Dulux Assurance benefits.
9. Claims must be submitted by contacting AkzoNobel in one of the following ways:
  - a. SMS "Dulux" to +91-8588866000 and follow instructions to start interaction with AkzoNobel on Whatsapp through a smart phone, OR
  - b. Visit <https://www.dulux.in/> and follow instructions
10. Claims must be submitted no later than 6 months after the purchase of the Selected Product (s).
11. The following would be the mandatory documents / information required for a valid claim:
  - a. A clear copy of your Tax invoice showing the details of the Selected Product(s) that were purchased, the date of the purchase and the price paid for the Selected Product(s).
  - b. A clear filed in copy of Dulux Assurance Card to be asked for at the time of purchase.
  - c. Atleast 3 pictures in the following prescribed format clearly depicting the issue:
    - i. One Long shot (10 ft distance or more);
    - ii. One close shot (3-5 ft distance); and
    - iii. At any other angle that helps in showing the issue in a clear way
12. In order to complete the claim submission, further following details will be needed:
  - a. Complete site address with postal code where the issue is being faced
  - b. Email ID & contact number for communication purposes
  - c. Details of the dealer/store from where the purchase made, including dealer/store Name, Date of Purchase and Address with postal code
  - d. Details of the problem being faced, including details the Selected Product applied such as brand name, quantity purchased and area of the affected surface

13. After the claim is registered with following the above procedure and all required details, it would take upto 14 working days to resolve a valid claim. During this time, a representative may be sent to assess the painted area in question to verify that the claim is based on a bona fide purchase of a Selected Product(s) and to ensure that the Selected Product(s) and its application meets the conditions required for the Assurance to apply.
14. Upon establishing the defect and validation of the claim by AkzoNobel, an E-voucher for the replacement product will be sent to you by email or Whatsapp within 14 working days from the date of claim submission with all required details. The voucher for a replacement is valid only for the Selected Product(s), and only to be redeemed from the same dealer/store where it was originally bought from. It will be responsibility of the customer to arrange for logistics, at its cost, for the replaced product from the dealer/store to the relevant site. The voucher will have expiry date of 3 months from the date of issue. Replacement products are subject to availability.
15. For claims related to colour, the replacement product can be of any colour as per consumer choice, subject to availability. The Assurance will not apply to the replacement product/colour and normal complaints route could be followed in case of issues.
16. We reserve the right to reject a claim if we have reason to believe that there is misrepresentation, or the claim is fraudulent, or is in violation of any of these Terms and Conditions ("T&Cs").
17. Notwithstanding anything above, we accept no responsibility for claims that are incomplete, invalid, illegible, or delayed and in such cases the time period of 14 days as mentioned above in para 13 & 14 will not apply.
18. It is not necessary for customers to return the unsatisfactory product (unless we specifically request it in which case we shall arrange and pay for carriage). Returns will not be accepted. Disposal of any product is the responsibility of the customer in accordance with law.
19. No third party or joint submissions shall be accepted.
20. The Assurance does not cover problems that were caused due to reasons outside of our control (for example, an issue with the substrate) or where the Selected Product was applied on surfaces which were not properly prepared or usage of the entire paint system (including Primers and PTC) was not as per the standard application guidelines as recommended by AkzoNobel in Product Data Sheet and/or on the product.
21. The Assurance shall be limited only to the extent of providing the Selected Product(s) to the extent of defect as established. AkzoNobel shall not be responsible for any

other material, product or expenses of any nature.

22. Claims not made in accordance with these T&Cs will be deemed invalid. If a claim is refused because the terms of the Assurance have not been met, AkzoNobel's decision shall be final and binding.
23. If any provision in these Terms and Conditions ("T&Cs") is found to be invalid, unlawful or unenforceable in any court or competent authority, the provision shall be deemed not to be part of the T&Cs and it shall not affect the enforceability of the rest of the provisions of the T&Cs.
24. We reserve the right to withdraw, amend or terminate the Assurance without notice. All claims made in accordance with these T&Cs and made prior to the Assurance being withdrawn, amended or terminated will still be honoured.
25. The E-voucher has no cash value, is not transferable or assignable and cannot be used in conjunction with any other offers or promotions. No cash or alternative to the voucher shall be provided.
26. In any case, AkzoNobel shall not be liable for:
  - Any conditions, warranties or other terms which are not included in the Assurance or these T&Cs;
  - Any indirect or consequential loss, damage or costs incurred by any customer in connection with the Selected Product or this Assurance, or the cost of any labour for the application of the Selected Product.
  - Any claim arising out of improper surface preparation, and/or improper application including but not limited to:
    - a. Not enough paint is applied, or the paint is applied unevenly, causing inconsistency in the film build and appearance.
    - b. Higher dilution of the paint.
    - c. Topcoat is applied directly on the spot putty without a primer.
    - d. Painting over a highly alkaline surface.
    - e. Undulations in the surface.
    - f. Putty is not fully dry before application of the paint.
    - g. Putty is applied uniformly
  - Any Claim where the surface has been contaminated such as by excessive accumulation of atmospheric chemical particles or atmospheric dirt, not properly prepared, or not properly dried before application of the Selected Products.
  - Any Claim, if the application of the Selected Product fails due to structural defects, high alkalinity, water leakage and seepage within the building structure, continuous dampness of the surface, issues arising due after penetration due to capillary rise from the ground level, moss and other vegetable growth, dripping water due to proximity to air-conditioning units/any other sources of water or staining due to plant pots.

- Any Claim where the application of the Selected Product is affected by an Act of God, such as, natural calamities, earthquakes, cyclones, floods etc.
  - Any Claim where the application of the Selected Product fails due to defects in the structure or previous coating applied before the application of the Selected Product or failure of base coat/putty surface.
  - Any act of vandalism, abuse or negligence by the customer or third parties shall invalidate the Claim.
  - Any Claim, if the Selected Product is affected by use of incorrect bases, improper recipe, tinting formula or colors, during tinting not conducted by AkzoNobel.
  - Any act of omission or commission or negligence, bad or poor workmanship on the part of the contractor, or painter or their sub-contractors, servants, representative or agents, that causes the Selected Product(s) to be defective by any means.
  - Any Claims where under normal conditions in coastal areas fading and chalking occurs with paint products, even though durable and resistant color pigments are used in the manufacturing of the product. Within normal limits this will not be considered a valid Claim under Assurance.
27. Any exclusions under T&Cs does not exclude or restrict AkzoNobel's liability for death or personal injury resulting from the negligence of AkzoNobel, or its employees or agents or anything else that the law says we cannot exclude.
28. The Assurance does not affect any of your applicable statutory rights.
29. The customer data collected under Assurance will be held in accordance with our Privacy Policy.
30. Please retain these T&Cs for future reference.
31. The Assurance is governed by the laws of India and is subject to the exclusive jurisdiction of the Courts of Delhi, India.
32. The reference to "We" or "AkzoNobel" under these T&Cs shall mean AkzoNobel India Limited..
33. AkzoNobel, or AkzoNobel logos such as that of Dulux, Flourish, Let's Colour, distinctive colour names and liveries are trademarks of the AkzoNobel group ©AkzoNobel 2018.
34. Email address for all Assurance related correspondence is:  
customercare.india@akzonobel.com
35. The customer support telephone number is: 1800 3000 4455