

## Terms and Conditions

### Dulux 5 Year Guarantee

#### 1. Definitions

**1.1. Day** shall mean a period of 24 (twenty – four) hours running from midnight to midnight and exclude a Saturday or a Sunday or public holiday officially recognised in the Republic of South Africa

**1.2. Product Failure or Defect shall mean**

**1.2.1.** Delaminating of one coat of the same paint from another;

**1.2.2.** Delaminating of paint from its suitably primed/prepared substrate; or

**1.2.3.** Cracking of the applied paint when applied in accordance of specification.

**1.3. Products shall mean** Dulux paint products:

Rockgrip Soft Velvet– for interior or exterior walls only

**1.4. Quality Guarantee Commencement Date shall mean** the date that the consumer lodges his/her guarantee on the ICI Dulux (Pty) Ltd. (Dulux) guarantee website ( <http://www.duluxguarantee.co.za> ), or telephonically by phoning the Guarantee Registration number on 0860 330 111 and furnishing all the purchase and personal details requested by Dulux (“the Commencement Date”). In order for this guarantee to be valid, this must be done within 30 (thirty) days of the Purchase date of the Product/s.

**1.5. Quality Guarantee Period shall mean** 5 years, calculated from the Quality Guarantee Commencement Date.

#### 2. Quality Guarantee

**2.1.** The guarantee shall only apply only to THE PRODUCT/S purchased and applied within the Republic of South Africa and other selected African countries (Botswana, Zambia, Swaziland, Namibia, Zimbabwe, Mozambique) and where the total value of the invoice related to THE PRODUCT/S does not exceed to the value of R20 000 (twenty thousand rand) inclusive of VAT.

**2.2. Dulux guarantees to the Consumer that, for the Quality Guarantee Period, THE PRODUCT will meet the performance criteria set forth in the Quality Guarantee. THIS GUARANTEE IS THE SOLE GUARANTEE GIVEN BY Dulux . Dulux MAKES NO OTHER GUARANTEES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCT, THE APPLICATION OR USE THEREOF, OR OTHERWISE. IN ADDITION AND WITHOUT LIMITING THE FOREGOING, ANY AND ALL GUARANTEES, CONDITIONS AND OTHER**

**TERMS (WHETHER EXPRESSED OR IMPLIED AND WHETHER STATUTORY OR OTHERWISE) AS TO THE QUALITY OR DESCRIPTION OF THE PRODUCT ARE DISCLAIMED AND ARE EXCLUDED FROM THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW**

- 2.3.** Consumer acknowledges that the Consumer has not relied on any statement, promise or representation made or given by or on behalf of Dulux which is not set out in this Agreement.
- 2.4.** Where any claim arises during the Quality Guarantee Period, the Quality Guarantee Period will not start afresh after settlement of the claim, but will continue for the duration of the original remaining guarantee period.
- 2.5.** Any claim made in terms of this quality guarantee shall be made within 30 (thirty) days of the consumer discovering any paint failure or defect which gives rise to a claim (Helpline number 0860 33 0111). The consumer shall provide the original till slip or receipt as proof of purchase. The original till slip or receipt must be legible.
- 2.6.** The consumer shall forthwith notify Dulux of the claim providing full details thereof, and shall set out the basis why Dulux is liable in terms of the quality guarantee. Dulux shall be entitled to inspect the alleged product failure or defect, 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 and / or testing, the consumer shall not be entitled to perform any repairs to or remove or tamper with any part of the coating. The consumer shall provide such further information as Dulux may require, including but not limited to details of environmental factors, inspection and repair records.
- 2.7.** After the Quality Guarantee Period, Dulux no longer quality guarantees the Product.
- 2.8. The Guarantee shall only be applicable where:**
- 2.8.1.** Application Work has been done in accordance with the instructions provided for the Product concerned with regard to preparation and application (instructions are available on pack and <http://www.duluxguarantee.co.za> ).
- 2.8.2.** Application Work shall include all essential elements of best painting practice and surface preparation prior to application of the coating, as well as the process of application (details available on pack and <http://www.duluxguarantee.co.za> ).
- 2.8.3.** The consumer has followed the recommended surface preparation and used only the recommended products for the surface preparation prior to the painting of the surface (instructions are available on pack and <http://www.duluxguarantee.co.za>).
- 2.8.4.** The consumer has used the entire paint system recommended by Dulux. This means the use of recommended primers, undercoats, and finishing

coats as per Dulux product literature or instructions, and/or as per the summarized version that appears on packaging.

**2.8.5. In the case of uncertainty with regards to application – Call Dulux Helpline (Helpline number 0860 33 0111).Dulux is not liable for and the quality guarantee specifically excludes all Product failures or defects that result from:**

- 2.8.5.1. causes beyond the control of Dulux including without limitation welding or other heating, mechanical damage, hydrostatic pressure, electrical or electrolyte damage, incorrect cleaning or incorrect use, neglect, explosion, radiation, environmental pollution, vandalism or other malicious damage, fire, flood, windstorm, other adverse weather or Acts of God or other accidents;**
- 2.8.5.2. the use of any product not manufactured by Dulux ;**
- 2.8.5.3. use of the product on boundary walls, garden walls, and all freestanding structures;**
- 2.8.5.4. the failure of any areas because of confined space, access, design or configuration of the substrate painted in either preparation or coating, including but not limited to damage from ladders and ladder platforms, handrails, rivets and contact surfaces of any kind;**
- 2.8.5.5. the deterioration of any metal as a result of any form of electrochemical action (rusting);**
- 2.8.5.6. damage to the coating arising from deterioration or movement of the substrate caused by any other substrate or condition including, but not limited to structural cracks, plaster cracks, rising dampness, moisture ingress, or dampness as a result of earth-retention; or**
- 2.8.5.7. consumers failure to comply with any provision of this Agreement or any instructions or product literature published by Dulux or given to the consumer by or on behalf of Dulux concerning the Product including without limitation failure to perform surface preparation and pre-treatment for, and application of, Product strictly in accordance with such instructions or product literature.**
- 2.8.5.8. Dulux does not guarantee the workmanship or conduct of the consumer or any third-party contractor or applicator, and Dulux will not be responsible for damages to or failure or defect of the Product resulting, directly or indirectly, from faulty workmanship in any inspection, application (including surface preparation), installation or maintenance of the Product by the consumer, any third party**

**contractor or applicator, or any other person or entity. Any repair or attempted repair by the consumer or its agents or representatives or any third party will render the guarantee void, unless such repair is carried out in accordance with Dulux's instructions.**

### 3. Liability

**3.1.** Consumer's sole cause of action against Dulux for any failure or defect in any Product will be a claim for breach of the Guarantee. In the event of such breach, Dulux shall subject to **Clauses 3.1.1 up to and including 3.1.5**, at its option and expense, replace or (if the Product cannot be replaced) issue an alternative product for Product found to be in breach of the quality guarantee. This remedy will be the consumer's exclusive remedy for breach of the quality guarantee.

The liability of Dulux shall reduce over the GUARANTEE PERIOD according to the following scale:

3.1.1. In the first year after Commencement date: FULL PRODUCT REPLACEMENT only.

3.1.2. From the beginning of the second year to the end of the second year: 80% PRODUCT REPLACEMENT only.

3.1.3. From the beginning of the third year to the end of the third year: 60% PRODUCT REPLACEMENT only.

3.1.4. From the beginning of the fourth year to the end of the fourth year: 40% PRODUCT REPLACEMENT only.

3.1.5. From the beginning of the fifth year to the end of the fifth year: 20% PRODUCT REPLACEMENT only.

**3.2.** The consumer shall be liable for the balance of the replacement value, which is not covered by Dulux.

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

**3.3.1.** Rounding off to the nearest pack size available; and

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

**3.4.** Dulux shall not be liable for any indirect or consequential loss or damages.

**3.5.** Consumer agrees that it cannot obtain any compensation and or damages for product failure or defect after the expiration of the Guarantee.

**3.6.** Dulux shall use its best endeavours to ensure that coatings required for repairs are available as soon as practical, and will not be liable for any delay in the availability thereof.

**4. General**

This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting the Agreement. Headings are for reference purposes only and shall not be used in the interpretation of this Agreement unless the contents clearly state otherwise.

## Terms and Conditions

### Dulux 7 Year Guarantee

#### 1. Definitions

**1.1. Day** shall mean a period of 24 (twenty – four) hours running from midnight to midnight and exclude a Saturday or a Sunday or public holiday officially recognised in the Republic of South Africa.

**1.2. Product Failure or Defect shall mean**

**1.2.1.** Delaminating of one coat of the same paint from another;

**1.2.2.** Delaminating of paint from its suitably primed/prepared substrate; or

**1.2.3.** Cracking of the applied paint when applied in accordance of specification.

**1.3. Products shall mean** Dulux paint products:

Dulux Acrylic PVA – for interior or exterior wall and ceiling surfaces only.

Dulux Gloss Enamel – for interior door and trim surfaces only.

**1.4. Quality Guarantee Commencement Date shall mean** the date that the consumer lodges his/her guarantee on the ICI Dulux (Pty) Ltd. (Dulux) guarantee website ( <http://www.duluxguarantee.co.za> ), or telephonically by phoning the Guarantee Registration number on 0860 330 111 and furnishing all the purchase and personal details requested by Dulux (“the Commencement Date”). In order for this guarantee to be valid, this must be done within 30 (thirty) days of the Purchase date of the Product/s.

**1.5. Quality Guarantee Period shall mean** 7 years, calculated from the Quality Guarantee Commencement Date.

#### 2. Quality Guarantee

**2.1.** The guarantee shall only apply only to THE PRODUCT/S purchased and applied within the Republic of South Africa and other selected African countries (Botswana, Zambia, Swaziland, Namibia, Zimbabwe, Mozambique) and where the total value of the invoice related to THE PRODUCT/S does not exceed to the value of R20 000 (twenty thousand rand) inclusive of VAT.

**2.2. Dulux guarantees to the Consumer that, for the Quality Guarantee Period, THE PRODUCT will meet the performance criteria set forth in the Quality Guarantee. THIS GUARANTEE IS THE SOLE GUARANTEE GIVEN BY Dulux. Dulux MAKES NO OTHER GUARANTEES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCT, THE APPLICATION OR USE THEREOF, OR OTHERWISE. IN ADDITION AND WITHOUT LIMITING THE FOREGOING, ANY AND ALL GUARANTEES, CONDITIONS AND OTHER TERMS (WHETHER EXPRESSED OR IMPLIED AND WHETHER STATUTORY OR OTHERWISE) AS TO THE QUALITY OR DESCRIPTION OF THE PRODUCT ARE DISCLAIMED AND ARE EXCLUDED FROM THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW**

**2.3.** Consumer acknowledges that the Consumer has not relied on any statement, promise or representation made or given by or on behalf of Dulux which is not set out in this Agreement.

**2.4.** Where any claim arises during the Quality Guarantee Period, the Quality Guarantee Period will not start afresh after settlement of the claim, but will continue for the duration of the original remaining guarantee period.

**2.5.** Any claim made in terms of this quality guarantee shall be made within 30 (thirty) days of the consumer discovering any paint failure or defect which gives rise to a claim (Helpline number 0860 33 0111). The consumer shall provide the original till slip or receipt as proof of purchase. The original till slip or receipt must be legible.

**2.6.** The consumer shall forthwith notify Dulux of the claim providing full details thereof, and shall set out the basis why Dulux is liable in terms of the quality guarantee. Dulux shall be entitled to inspect the alleged product failure or defect, 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 and / or testing, the consumer shall not be entitled to perform any repairs to or remove or tamper with any part of the coating. The consumer shall provide such further information as Dulux may require, including but not limited to details of environmental factors, inspection and repair records.

**2.7.** After the Quality Guarantee Period, Dulux no longer quality guarantees the Product.

**2.8. The Guarantee shall only be applicable where:**

**2.8.1. Application Work has been done in accordance with the instructions provided for the Product concerned with regard to preparation and**

application (instructions are available on pack and <http://www.duluxguarantee.co.za> ).

**2.8.2. Application Work shall include all essential elements of best painting practice and surface preparation prior to application of the coating, as well as the process of application (details available on pack and <http://www.duluxguarantee.co.za> ).**

**2.8.3. The consumer has followed the recommended surface preparation and used only the recommended products for the surface preparation prior to the painting of the surface (instructions are available on pack and <http://www.duluxguarantee.co.za>).**

**2.8.4. The consumer has used the entire paint system recommended by Dulux. This means the use of recommended primers, undercoats, and finishing coats as per Dulux product literature or instructions, and/or as per the summarized version that appears on packaging.**

**2.8.5. In the case of uncertainty with regards to application – Call Dulux Helpline (Helpline number 0860 33 0111).Dulux is not liable for and the quality guarantee specifically excludes all Product failures or defects that result from:**

**2.8.5.1. causes beyond the control of Dulux including without limitation welding or other heating, mechanical damage, hydrostatic pressure, electrical or electrolyte damage, incorrect cleaning or incorrect use, neglect, explosion, radiation, environmental pollution, vandalism or other malicious damage, fire, flood, windstorm, other adverse weather or Acts of God or other accidents;**

**2.8.5.2. the use of any product not manufactured by Dulux ;**

**2.8.5.3. use of the product on boundary walls, garden walls, and all freestanding structures;**

**2.8.5.4. the failure of any areas because of confined space, access, design or configuration of the substrate painted in either preparation or coating, including but not limited to damage from ladders and ladder platforms, handrails, rivets and contact surfaces of any kind;**

**2.8.5.5. the deterioration of any metal as a result of any form of electrochemical action (rusting);**

**2.8.5.6. damage to the coating arising from deterioration or movement of the substrate caused by any other substrate or condition including, but not limited to structural cracks, plaster cracks, rising**



dampness, moisture ingress, or dampness as a result of earth-retention; or

**2.8.5.7. consumers failure to comply with any provision of this Agreement or any instructions or product literature published by Dulux or given to the consumer by or on behalf of Dulux concerning the Product including without limitation failure to perform surface preparation and pre-treatment for, and application of, Product strictly in accordance with such instructions or product literature.**

**2.8.5.8. Dulux does not guarantee the workmanship or conduct of the consumer or any third-party contractor or applicator, and Dulux will not be responsible for damages to or failure or defect of the Product resulting, directly or indirectly, from faulty workmanship in any inspection, application (including surface preparation), installation or maintenance of the Product by the consumer, any third party contractor or applicator, or any other person or entity. Any repair or attempted repair by the consumer or its agents or representatives or any third party will render the guarantee void, unless such repair is carried out in accordance with Dulux's instructions.**

### 3. Liability

**3.1. Consumer's sole cause of action against Dulux for any failure or defect in any Product will be a claim for breach of the Guarantee In the event of such breach, Dulux shall subject to **Clauses 3.1.1 up to and including 3.1.7**, at its option and expense, replace or (if the Product cannot be replaced) issue an alternative product for Product found to be in breach of the quality guarantee. This remedy will be the consumer's exclusive remedy for breach of the quality guarantee.**

The liability of Dulux shall reduce over the GUARANTEE PERIOD according to the following scale:

3.1.1. In the first year after Commencement date: FULL PRODUCT REPLACEMENT only.

3.1.2. From the beginning of the second year to the end of the second year: 86% PRODUCT REPLACEMENT only.

3.1.3. From the beginning of the third year to the end of the third year: 71% PRODUCT REPLACEMENT only.

3.1.4. From the beginning of the fourth year to the end of the fourth year: 57% PRODUCT REPLACEMENT only.

3.1.5. From the beginning of the fifth year to the end of the fifth year: 43% PRODUCT REPLACEMENT only.

3.1.6. From the beginning of the sixth year to the end of the sixth year: 29%  
PRODUCT REPLACEMENT only.

3.1.7. From the beginning of the seventh year to the end of the seventh year: 14%  
PRODUCT REPLACEMENT only.

**3.2.** The consumer shall be liable for the balance of the replacement value, which is not covered by Dulux.

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

**3.3.1.** Rounding off to the nearest pack size available; and

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

**3.4.** Dulux shall not be liable for any indirect or consequential loss or damages.

**3.5.** Consumer agrees that it cannot obtain any compensation and or damages for product failure or defect after the expiration of the Guarantee.

**3.6.** Dulux shall use its best endeavours to ensure that coatings required for repairs are available as soon as practical, and will not be liable for any delay in the availability thereof.

#### **4. General**

This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting the Agreement. Headings are for reference purposes only and shall not be used in the interpretation of this Agreement unless the contents clearly state otherwise.

## Terms and Conditions

### Dulux 10 Year Guarantee

#### 1. Definitions

**1.1. Day** shall mean a period of 24 (twenty – four) hours running from midnight to midnight and exclude a Saturday or a Sunday or public holiday officially recognised in the Republic of South Africa.

**1.2. Product Failure or Defect shall mean**

**1.2.1.** Delaminating of one coat of the same paint from another;

**1.2.2.** Delaminating of paint from its suitably primed/prepared substrate; or

**1.2.3.** Cracking of the applied paint when applied in accordance of specification.

**1.3. Products shall mean** Dulux paint products:

Dulux Luxurious Silk– for interior wall and ceiling surfaces only.

Dulux Rich Matt– for interior wall and ceiling surfaces only.

Dulux Pearlgló Water based– for interior/exterior wall and trims surfaces only.

**1.4. Quality Guarantee Commencement Date shall mean** the date that the consumer lodges his/her guarantee on the ICI Dulux (Pty) Ltd. (Dulux) guarantee website ( <http://www.duluxguarantee.co.za> ), or telephonically by phoning the Guarantee Registration number on 0860 330 111 and furnishing all the purchase and personal details requested by Dulux (“the Commencement Date”). In order for this guarantee to be valid, this must be done within 30 (thirty) days of the Purchase date of the Product/s.

**1.5. Quality Guarantee Period shall mean** 10 years, calculated from the Quality Guarantee Commencement Date.

#### 2. Quality Guarantee

**2.1.** The guarantee shall only apply only to THE PRODUCT/S purchased and applied within the Republic of South Africa and other selected African countries (Botswana, Zambia, Swaziland, Namibia, Zimbabwe, Mozambique) and where the total value of the invoice related to THE PRODUCT/S does not exceed to the value of R20 000 (twenty thousand rand) inclusive of VAT.

**2.2. Dulux guarantees to the Consumer that, for the Quality Guarantee Period, THE PRODUCT will meet the performance criteria set forth in the Quality Guarantee. THIS GUARANTEE IS THE SOLE GUARANTEE GIVEN BY Dulux. Dulux MAKES NO OTHER GUARANTEES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCT, THE APPLICATION OR USE THEREOF, OR OTHERWISE. IN ADDITION AND WITHOUT LIMITING THE FOREGOING, ANY AND ALL GUARANTEES, CONDITIONS AND OTHER TERMS (WHETHER EXPRESSED OR IMPLIED AND WHETHER STATUTORY OR OTHERWISE) AS TO THE QUALITY OR DESCRIPTION OF THE PRODUCT ARE DISCLAIMED AND ARE EXCLUDED FROM THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW**

**2.3.** Consumer acknowledges that the Consumer has not relied on any statement, promise or representation made or given by or on behalf of Dulux which is not set out in this Agreement.

**2.4.** Where any claim arises during the Quality Guarantee Period, the Quality Guarantee Period will not start afresh after settlement of the claim, but will continue for the duration of the original remaining guarantee period.

**2.5.** Any claim made in terms of this quality guarantee shall be made within 30 (thirty) days of the consumer discovering any paint failure or defect which gives rise to a claim (Helpline number 0860 33 0111). The consumer shall provide the original till slip or receipt as proof of purchase. The original till slip or receipt must be legible.

**2.6.** The consumer shall forthwith notify Dulux of the claim providing full details thereof, and shall set out the basis why Dulux is liable in terms of the quality guarantee. Dulux shall be entitled to inspect the alleged product failure or defect, 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 and / or testing, the consumer shall not be entitled to perform any repairs to or remove or tamper with any part of the coating. The consumer shall provide such further information as Dulux may require, including but not limited to details of environmental factors, inspection and repair records.

**2.7.** After the Quality Guarantee Period, Dulux no longer quality guarantees the Product.

**2.8. The Guarantee shall only be applicable where:**

**2.8.1. Application Work has been done in accordance with the instructions provided for the Product concerned with regard to preparation and**

application (instructions are available on pack and <http://www.duluxguarantee.co.za> ).

**2.8.2. Application Work shall include all essential elements of best painting practice and surface preparation prior to application of the coating, as well as the process of application (details available on pack and <http://www.duluxguarantee.co.za> ).**

**2.8.3. The consumer has followed the recommended surface preparation and used only the recommended products for the surface preparation prior to the painting of the surface (instructions are available on pack and <http://www.duluxguarantee.co.za>).**

**2.8.4. The consumer has used the entire paint system recommended by Dulux. This means the use of recommended primers, undercoats, and finishing coats as per Dulux product literature or instructions, and/or as per the summarized version that appears on packaging.**

**2.8.5. In the case of uncertainty with regards to application – Call Dulux Helpline (Helpline number 0860 33 0111).Dulux is not liable for and the quality guarantee specifically excludes all Product failures or defects that result from:**

**2.8.5.1. causes beyond the control of Dulux including without limitation welding or other heating, mechanical damage, hydrostatic pressure, electrical or electrolyte damage, incorrect cleaning or incorrect use, neglect, explosion, radiation, environmental pollution, vandalism or other malicious damage, fire, flood, windstorm, other adverse weather or Acts of God or other accidents;**

**2.8.5.2. the use of any product not manufactured by Dulux ;**

**2.8.5.3. use of the product on boundary walls, garden walls, and all freestanding structures;**

**2.8.5.4. the failure of any areas because of confined space, access, design or configuration of the substrate painted in either preparation or coating, including but not limited to damage from ladders and ladder platforms, handrails, rivets and contact surfaces of any kind;**

**2.8.5.5. the deterioration of any metal as a result of any form of electrochemical action (rusting);**

**2.8.5.6. damage to the coating arising from deterioration or movement of the substrate caused by any other substrate or condition including, but not limited to structural cracks, plaster cracks, rising**

dampness, moisture ingress, or dampness as a result of earth-retention; or

**2.8.5.7. consumers failure to comply with any provision of this Agreement or any instructions or product literature published by Dulux or given to the consumer by or on behalf of Dulux concerning the Product including without limitation failure to perform surface preparation and pre-treatment for, and application of, Product strictly in accordance with such instructions or product literature.**

**2.8.5.8. Dulux does not guarantee the workmanship or conduct of the consumer or any third-party contractor or applicator, and Dulux will not be responsible for damages to or failure or defect of the Product resulting, directly or indirectly, from faulty workmanship in any inspection, application (including surface preparation), installation or maintenance of the Product by the consumer, any third party contractor or applicator, or any other person or entity. Any repair or attempted repair by the consumer or its agents or representatives or any third party will render the guarantee void, unless such repair is carried out in accordance with Dulux's instructions.**

### 3. Liability

**3.1. Consumer's sole cause of action against Dulux for any failure or defect in any Product will be a claim for breach of the Guarantee In the event of such breach, Dulux shall subject to **Clauses 3.1.1 up to and including 3.1.10**, at its option and expense, replace or (if the Product cannot be replaced) issue an alternative product for Product found to be in breach of the quality guarantee. This remedy will be the consumer's exclusive remedy for breach of the quality guarantee.**

The liability of Dulux shall reduce over the GUARANTEE PERIOD according to the following scale:

3.1.1. In the first year after Commencement date: FULL PRODUCT REPLACEMENT only.

3.1.2. From the beginning of the second year to the end of the second year: 90% PRODUCT REPLACEMENT only.

3.1.3. From the beginning of the third year to the end of the third year: 80% PRODUCT REPLACEMENT only.

3.1.4. From the beginning of the fourth year to the end of the fourth year: 70% PRODUCT REPLACEMENT only.

3.1.5. From the beginning of the fifth year to the end of the fifth year: 60% PRODUCT REPLACEMENT only.

- 3.1.6. From the beginning of the sixth year to the end of the sixth year: 50% PRODUCT REPLACEMENT only.
- 3.1.7. From the beginning of the seventh year to the end of the seventh year: 40% PRODUCT REPLACEMENT only.
- 3.1.8. From the beginning of the eighth year to the end of the eighth year: 30% PRODUCT REPLACEMENT only.
- 3.1.9. From the beginning of the ninth year to the end of the ninth year: 20% PRODUCT REPLACEMENT only.
- 3.1.10. From the beginning of the tenth year to the end of the tenth year: 10% PRODUCT REPLACEMENT only.

**3.2.** The consumer shall be liable for the balance of the replacement value, which is not covered by Dulux.

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

- 3.3.1.** Rounding off to the nearest pack size available; and
- 3.3.2.** The consumer will make arrangements, at its own cost, for the collection of the replacement product from the paint stockist in the area nearest to the consumer.

**3.4.** Dulux shall not be liable for any indirect or consequential loss or damages.

**3.5.** Consumer agrees that it cannot obtain any compensation and or damages for product failure or defect after the expiration of the Guarantee.

**3.6.** Dulux shall use its best endeavours to ensure that coatings required for repairs are available as soon as practical, and will not be liable for any delay in the availability thereof.

#### **4. General**

This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting the Agreement. Headings are for reference purposes only and shall not be used in the interpretation of this Agreement unless the contents clearly state otherwise.





## Terms and Conditions

### Dulux 7 Year Guarantee

#### 1. Definitions

**1.1. Day** shall mean a period of 24 (twenty – four) hours running from midnight to midnight and exclude a Saturday or a Sunday or public holiday officially recognised in the Republic of South Africa.

#### 1.2. Product Failure or Defect shall mean

**1.2.1.** Delaminating of one coat of the same paint from another;

**1.2.2.** Delaminating of paint from its suitably primed/prepared substrate; or

**1.2.3.** Cracking of the applied paint when applied in accordance of specification.

#### 1.3. Products shall mean Dulux paint products:

Rockgrip Acrylic Roof and Maxicover Roof Cover– for exterior roof surfaces only – this includes galvanised iron roof sheeting, cement roof tiles and fibre cement roof tiles. Does not include flat roofs.

Rockgrip Pliotex – for exterior wall surfaces only

MaxiCover Textured Matt- for exterior wall surfaces only

**1.4. Quality Guarantee Commencement Date shall mean** the date that the consumer lodges his/her guarantee on the ICI Dulux (Pty) Ltd. (Dulux) guarantee website ( <http://www.duluxguarantee.co.za> ), or telephonically by phoning the Guarantee Registration number on 0860 330 111 and furnishing all the purchase and personal details requested by Dulux (“the Commencement Date”). In order for this guarantee to be valid, this must be done within 30 (thirty) days of the Purchase date of the Product/s.

**1.5. Quality Guarantee Period shall mean** 7 years, calculated from the Quality Guarantee Commencement Date.

#### 2. Quality Guarantee

**2.1.** The guarantee shall only apply only to THE PRODUCT/S purchased and applied within the Republic of South Africa and other selected African countries (Botswana,

Zambia, Swaziland, Namibia, Zimbabwe, Mozambique) and where the total value of the invoice related to THE PRODUCT/S does not exceed to the value of R20 000 (twenty thousand rand) inclusive of VAT.

**2.2. Dulux guarantees to the Consumer that, for the Quality Guarantee Period, THE PRODUCT will meet the performance criteria set forth in the Quality Guarantee. THIS GUARANTEE IS THE SOLE GUARANTEE GIVEN BY Dulux. Dulux MAKES NO OTHER GUARANTEES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCT, THE APPLICATION OR USE THEREOF, OR OTHERWISE. IN ADDITION AND WITHOUT LIMITING THE FOREGOING, ANY AND ALL GUARANTEES, CONDITIONS AND OTHER TERMS (WHETHER EXPRESSED OR IMPLIED AND WHETHER STATUTORY OR OTHERWISE) AS TO THE QUALITY OR DESCRIPTION OF THE PRODUCT ARE DISCLAIMED AND ARE EXCLUDED FROM THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW**

2.3. Consumer acknowledges that the Consumer has not relied on any statement, promise or representation made or given by or on behalf of Dulux which is not set out in this Agreement.

2.4. Where any claim arises during the Quality Guarantee Period, the Quality Guarantee Period will not start afresh after settlement of the claim, but will continue for the duration of the original remaining guarantee period.

2.5. Any claim made in terms of this quality guarantee shall be made within 30 (thirty) days of the consumer discovering any paint failure or defect which gives rise to a claim (Helpline number 0860 33 0111). The consumer shall provide the original till slip or receipt as proof of purchase. The original till slip or receipt must be legible.

2.6. The consumer shall forthwith notify Dulux of the claim providing full details thereof, and shall set out the basis why Dulux is liable in terms of the quality guarantee. Dulux shall be entitled to inspect the alleged product failure or defect, 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 and / or testing, the consumer shall not be entitled to perform any repairs to or remove or tamper with any part of the coating. The consumer shall provide such further information as Dulux may require, including but not limited to details of environmental factors, inspection and repair records.

2.7. After the Quality Guarantee Period, Dulux no longer quality guarantees the Product.

**2.8. The Guarantee shall only be applicable where:**

- 2.8.1. Application Work has been done in accordance with the instructions provided for the Product concerned with regard to preparation and application (instructions are available on pack and <http://www.duluxguarantee.co.za> ).**
- 2.8.2. Application Work shall include all essential elements of best painting practice and surface preparation prior to application of the coating, as well as the process of application (details available on pack and <http://www.duluxguarantee.co.za> ).**
- 2.8.3. The consumer has followed the recommended surface preparation and used only the recommended products for the surface preparation prior to the painting of the surface (instructions are available on pack and <http://www.duluxguarantee.co.za>).**
- 2.8.4. The consumer has used the entire paint system recommended by Dulux. This means the use of recommended primers, undercoats, and finishing coats as per Dulux product literature or instructions, and/or as per the summarized version that appears on packaging.**
- 2.8.5. In the case of uncertainty with regards to application – Call Dulux Helpline (Helpline number 0860 33 0111).Dulux is not liable for and the quality guarantee specifically excludes all Product failures or defects that result from:**
- 2.8.5.1. causes beyond the control of Dulux including without limitation welding or other heating, mechanical damage, hydrostatic pressure, electrical or electrolyte damage, incorrect cleaning or incorrect use, neglect, explosion, radiation, environmental pollution, vandalism or other malicious damage, fire, flood, windstorm, other adverse weather or Acts of God or other accidents;**
  - 2.8.5.2. the use of any product not manufactured by Dulux ;**
  - 2.8.5.3. use of the product on boundary walls, garden walls, and all freestanding structures;**
  - 2.8.5.4. the failure of any areas because of confined space, access, design or configuration of the substrate painted in either preparation or coating, including but not limited to damage from ladders and ladder platforms, handrails, rivets and contact surfaces of any kind;**
  - 2.8.5.5. the deterioration of any metal as a result of any form of electrochemical action (rusting);**

- 2.8.5.6. damage to the coating arising from deterioration or movement of the substrate caused by any other substrate or condition including, but not limited to structural cracks, plaster cracks, rising dampness, moisture ingress, or dampness as a result of earth-retention; or**
- 2.8.5.7. consumers failure to comply with any provision of this Agreement or any instructions or product literature published by Dulux or given to the consumer by or on behalf of Dulux concerning the Product including without limitation failure to perform surface preparation and pre-treatment for, and application of, Product strictly in accordance with such instructions or product literature.**
- 2.8.5.8. Dulux does not guarantee the workmanship or conduct of the consumer or any third-party contractor or applicator, and Dulux will not be responsible for damages to or failure or defect of the Product resulting, directly or indirectly, from faulty workmanship in any inspection, application (including surface preparation), installation or maintenance of the Product by the consumer, any third party contractor or applicator, or any other person or entity. Any repair or attempted repair by the consumer or its agents or representatives or any third party will render the guarantee void, unless such repair is carried out in accordance with Dulux's instructions.**

### 3. Liability

- 3.1. Consumer's sole cause of action against Dulux for any failure or defect in any Product will be a claim for breach of the Guarantee** In the event of such breach, Dulux shall subject to **Clauses 3.1.1 up to and including 3.1.7**, at its option and expense, replace or (if the Product cannot be replaced) issue an alternative product for Product found to be in breach of the quality guarantee. This remedy will be the consumer's exclusive remedy for breach of the quality guarantee.

The liability of Dulux shall reduce over the GUARANTEE PERIOD according to the following scale:

- 3.1.1. In the first year after Commencement date: FULL PRODUCT REPLACEMENT only.
- 3.1.2. From the beginning of the second year to the end of the second year: 86% PRODUCT REPLACEMENT only.
- 3.1.3. From the beginning of the third year to the end of the third year: 71% PRODUCT REPLACEMENT only.
- 3.1.4. From the beginning of the fourth year to the end of the fourth year: 57% PRODUCT REPLACEMENT only.

3.1.5. From the beginning of the fifth year to the end of the fifth year: 43%  
PRODUCT REPLACEMENT only.

3.1.6. From the beginning of the sixth year to the end of the sixth year: 29%  
PRODUCT REPLACEMENT only.

3.1.7. From the beginning of the seventh year to the end of the seventh year: 14%  
PRODUCT REPLACEMENT only.

**3.2.** The consumer shall be liable for the balance of the replacement value, which is not covered by Dulux.

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

**3.3.1.** Rounding off to the nearest pack size available; and

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

**3.4.** Dulux shall not be liable for any indirect or consequential loss or damages.

**3.5.** Consumer agrees that it cannot obtain any compensation and or damages for product failure or defect after the expiration of the Guarantee.

**3.6.** Dulux shall use its best endeavours to ensure that coatings required for repairs are available as soon as practical, and will not be liable for any delay in the availability thereof.

#### **4. General**

This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting the Agreement. Headings are for reference purposes only and shall not be used in the interpretation of this Agreement unless the contents clearly state otherwise.