

Sparcolux Paints (Natal) ("Sparcolux") provides this guarantee to the customer, subject to the following terms and conditions:

### 1. EXTENT OF GUARANTEE

1. This guarantee is limited to cover the following Sparcolux paint products:

PERIOD TABLE		
5 Year guarantee	7 Year Guarantee	10 Year Guarantee
Breeze Acrylic Trade Roof Paint Weather Safe (Waterproofing)	Super Acrylic Sparcotex Sparcolux Roof Paint	

2. The guarantee shall apply only where the total value of the invoice relating to the purchase of the Product(s) does not exceed R15 000 (fifteen thousand Rand) inclusive of VAT.
3. This guarantee does not cover the cost of application or reapplication of the paint products, nor any indirect or consequential damages.
4. The guarantee will provide replacement paint for the re-application of the coating, to remedy the paint failure, which is defined as either:-
  - 4.1 delamination of one coat from another,
  - 4.2 delamination of the paint from the substrate,
  - 4.3 blistering, chalking, cracking, gloss durability and colour durability, subject to the wear and tear allowance specific to each product
5. This guarantee applies to Sparcolux products purchased and applied in the Republic of South Africa only.

### 2. COMMENCEMENT AND DURATION

1. The Guarantee period commences when the customer has digitally lodged their guarantee with Sparcolux through the website contact form, supplying all requested purchase and personal details.
2. To validate a guarantee, the guarantee must be submitted within 30 (thirty) days of the purchase date. Acceptance of the Guarantee application by Sparcolux is required by the customer and must accompany any claim.
3. Required Personal and Purchase details include: Name, ID Number, Proof of ID, Residential Address, Address of property painted (if different), Proof of purchase and details of paint products purchased. Description of substrates being painted and surface preparation information made by the customer.
4. The guarantee applies to the original purchase period only. The guarantee period will not re-start on any future claim dates, successful or otherwise, nor on any ownership transfer dates.
5. The duration of cover is calculated from the commencement date plus the period of cover offered in the Period Table above.

### 3. TERMS

1. This guarantee shall only be applicable where:
  - 1.1 Preparation and application work has been done in accordance with the products' instructions (found on product container or Sparcolux website),
  - 1.2 Recommended surface preparation and exclusive use of recommended products for the surface preparation (prior to painting) have been strictly adhered to,
  - 1.3 Exclusive use of the Sparcolux products across the complete paint system has been used, i.e. primer, undercoat and top coat.

#### 4. EXCLUSIONS

1. Sparcolux shall not be liable for:
  - 1.1 Previously coated substrates where the existing paint has adhesion or inter-coat adhesion failure,
  - 1.2 Damage to the coating arising from external causes outside of Sparcolux's control such as, but not limited to, welding, other abnormal heat, pollution, mechanical damage, hydrostatic pressure, electrical or electrolyte damage, incorrect cleaning or incorrect use, neglect, fire, explosion, radiation, collision or other accident, acts of God, vandalism or other malicious damage, damage caused due to industrial action, and similar such events,
  - 1.3 The failure of any coating on any areas, which because of their shape, characteristics or configuration, present specific difficulties in either preparation or coating e.g. roof screws, ladders and ladder platforms, handrails, rivets, crevices and contact surfaces of any kind,
  - 1.4 The deterioration of any metal as a result of any form of electrochemical action,
  - 1.5 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 customer's employees, agents, operators or sub-contractors, loss of profits and all claims by third parties against the customer,
  - 1.6 Damage to the coating arising from deterioration or movement of substrate caused by any other substance or condition.

#### 5. LIABILITY

1. In the event of a proven product failure, Sparcolux undertakes to provide the replacement product, subject to the following pro-rata Wear and Tear allowance, and at value equal to same amount of product at prevailing product prices (date of claim):

Year	5 Year Life Guarantee	7 Year Life Guarantee	10 Year Life Guarantee
Year 1	Full Replacement	Full Replacement	Full Replacement
Year 2 - 3	50% Replacement	75% Replacement	80% Replacement
Year 4 - 5	25% Replacement	50% Replacement	60% Replacement
Year 6 - 7		25% Replacement	40% Replacement
Year 8 – 10			20% Replacement

#### 6. CLAIMS AND REPAIRS

1. When making a claim, the customer needs to detail why Sparcolux is liable in terms of the guarantee, stating specifics of preparation work done, full description of substrate painted and the paint system applied.
2. Sparcolux reserves the right to inspect the site, the alleged paint failure and conduct tests thereon, via their own actions or that of a nominated representative.
3. The customer needs to provide purchase documentation as well as the guarantee confirmation supplied by Sparcolux at the time the guarantee was initiated. Where required, the customer warrants that they will provide all Sparcolux with all requested information.
4. Where a guarantee claim is valid, Sparcolux commits to provide the paint to the required location as fast as is practicably possible, but will not be liable for any delays or resultant costs.
5. Sparcolux reserves the right to request that repair-works are conducted in line with the requirements stipulated by the paint product, and the guarantee is only applicable where the contractor is approved or nominated by Sparcolux to effect the remedial works.

