

# GUARANTEE TERMS & CONDITIONS



## ATTENTION: PLEASE READ ALL THE TERMS AND CONDITIONS CAREFULLY.

Natal Associated Chemicals (Pty) Ltd trading as Dekade Paints herein referred to as "Dekade" guarantees to the consumer subject to these terms and conditions that:

### 1. EXTENT OF GUARANTEE

- 1.1 This guarantee is limited to cover the following Dekade Paint products herein referred to as "the product/s".
  - 1.1.1 Gold Label Sheen;
  - 1.1.2 \*Gold Label Matt;
  - 1.1.3 Ultradek;
  - 1.1.4 \*\*Dekarroof;
  - 1.1.5 \*\*\*Satin Magic;
  - 1.1.6 Dekalite;
- 1.2 The guarantee shall apply where:
  - 1.2.1 the total purchase price of the product/s does not exceed R10 000.00 (ten thousand rand) inclusive of VAT;
  - 1.2.2 the total purchase price exceeds R10 000.00 (ten thousand rand) and is less than R99 999.00 (ninety-nine thousand nine hundred and ninety rand) inclusive of VAT, provided that prior to the guarantee applying the consumer is required to contact the Dekade Paints Technical Advisory Department on the provided number in order for Dekade to inspect the site and issue specifications for the scope of work.
- 1.3 Where the total purchase price exceeds R99 999.00 (ninety-nine thousand nine hundred and ninety nine rand), the Dekade guarantee shall apply which terms and conditions are available on request.
- 1.4 Dekade will provide replacement paint and labour for the re-application of the coating, as may be necessary to repair the paint failure in accordance with clause 6.
- 1.5 Throughout this guarantee the words "paint failure" shall mean the following occurring:
  - 1.5.1 delamination of one coat of paint from another; or
  - 1.5.2 delamination of paint from its substrate; or
  - 1.5.3 paint failures such as blistering, chalking, cracking, durability of the gloss and durability of the colour (including fading & yellowing), provided that all of the foregoing shall be subject to reasonable wear and tear criteria as specified by Dekade for each of the products. Full details of these wear and tear criteria are available on request.
- 1.6 This guarantee does not cover any direct or indirect consequential damages.

### 2. COMMENCEMENT AND DURATION

- 2.1 This guarantee shall commence on the date of purchase.
- 2.2 The guarantee shall be for a period of 10 (ten) or 7 (seven) years calculated from the commencement date depending on product and usage as stipulated in clause 3.
- 2.3 The guarantee is transferable subject to:
  - 2.3.1 the new owner accepting the terms and conditions of this guarantee
  - 2.3.2 the retention of the sales receipt and fully completed guarantee form; and
  - 2.3.3 the period of the guarantee not starting afresh upon such a transfer, but continuing for the balance of the period.
- 2.4 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 Dekade.
- 2.5 This guarantee shall only apply to products purchased and applied within the Republic of South Africa.

### 3. APPLICATION

- 3.1 This guarantee shall only be applicable where:
  - 3.1.1 application work has been done in accordance with the instructions provided for the product concerned with regards to the preparation and application;
  - 3.1.2 the consumer has followed the recommended surface preparation and used the recommended products for the surface preparation prior to painting the surface;
  - 3.1.3 the consumer has used the entire paint system recommended by Dekade, i.e. primer, undercoat, top coat and clearcoat;
  - 3.1.4 The product is used strictly for the following applications
    - 3.1.4.1 \* Gold Label Matt - interior surfaces 10 (ten) year guarantee applies, (7 (seven) years on exterior surfaces)
    - 3.1.4.2 \*\* Dekarroof - suitable for concrete tile, fibrous cement, galvanised iron & zincalume (excluding flat roofs where guarantee does not apply)
    - 3.1.4.3 \*\*\* Satin Magic - for interior surfaces only
    - 3.1.4.4 Ultradek - for interior and exterior surfaces
    - 3.1.4.5 Gold Label Sheen - for interior and exterior surfaces. Some colours may not be suitable for exterior use due to fading.
    - 3.1.4.6 Dekalite - for interior and exterior walls
  - 3.1.5 the specifications by Dekade have been followed correctly, in circumstances where clause 1.2.2 applies.
- 3.2 Application work includes all elements of surface preparation prior to application of the coating, as well as the process of application

## 4. LIABILITY

- 4.1 The liability Dekade shall reduce over the guarantee period according to the following scale on the 7 (seven) year guarantee:
- |       |   |                         |
|-------|---|-------------------------|
| 4.1.1 | In the first 12 months after commencement date    | Full replacement cost   |
| 4.1.2 | From month 13 to month 24 after commencement date | 85% of replacement cost |
| 4.1.3 | From month 25 to month 36 after commencement date | 70% of replacement cost |
| 4.1.4 | From month 37 to month 48 after commencement date | 55% of replacement cost |
| 4.1.5 | From month 49 to month 60 after commencement date | 40% of replacement cost |
| 4.1.6 | From month 61 to month 72 after commencement date | 25% of replacement cost |
| 4.1.7 | From month 73 to month 84 after commencement date | 10% of replacement cost |
- 4.2 The liability Dekade shall reduce over the guarantee period according to the following scale on the 10 (ten) year guarantee:
- |        |   |                         |
|--------|---|-------------------------|
| 4.2.1  | In the first 12 months after commencement date      | Full replacement cost   |
| 4.2.2  | From month 13 to month 24 after commencement date   | 90% of replacement cost |
| 4.2.3  | From month 25 to month 36 after commencement date   | 80% of replacement cost |
| 4.2.4  | From month 37 to month 48 after commencement date   | 70% of replacement cost |
| 4.2.5  | From month 49 to month 60 after commencement date   | 60% of replacement cost |
| 4.2.6  | From month 61 to month 72 after commencement date   | 50% of replacement cost |
| 4.2.7  | From month 73 to month 84 after commencement date   | 40% of replacement cost |
| 4.2.8  | From month 85 to month 96 after commencement date   | 30% of replacement cost |
| 4.2.9  | From month 97 to month 108 after commencement date  | 20% of replacement cost |
| 4.2.10 | From month 109 to month 120 after commencement date | 10% of replacement cost |
- 4.3 The replacement cost shall be the cost of paint and labour at the time of the claim. The consumer shall be liable for the balance of the replacement costs, which are not covered by Dekade, as indicated in 4.1 and 4.2 above.

## 5. EXCLUSIONS

Dekade shall not be liable for:

- 4.1 damage to the coating arising from external causes outside of Dekade's control such as, but not limited to, welding or other heating, pollution, mechanical damage, hydrostatic pressure, rising damp and other moisture related problems, 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;
- 4.2 the failure of any areas which because of their space, characteristics or configuration, present special difficulties in either their preparation or coating e.g. ladders and ladder platforms, handrails, rivets and contact surfaces of any kind;
- 4.3 the deterioration of any metal as a result of any form of electromechanical action;
- 4.4 any indirect or consequential damages, losses and expenses such as but not limited to demurrage associated with the coating repair work, loss of time, expenses due to the consumer's employees, agents, operators or sub-contractors, loss of profits and all claims by third parties against the consumer;
- 4.5 damage to the coating arising from deterioration or movement of the substrate caused by any other substance or condition.

## 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 Dekade of the claim providing full details of thereof, and shall set out the basis on which it believes that Dekade is liable in the terms of the guarantee. Dekade shall be entitled to inspect the alleged paint 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 an inspection or testing, the consumer shall not be entitled to perform any repairs to or remove or tamper with any of the coating.
- 6.3 The consumer shall provide such further information as Dekade may require, including details of environmental factors and inspection and repair records.
- 6.4 Dekade shall use its best endeavours to ensure that the 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.
- 6.5 Dekade, in its sole discretion shall be entitled to:
  - 6.5.1 control repair work which is to be carried out in accordance with all its specifications and instructions; and
  - 6.5.2 appoint a contractor and / or approve the contractor appointed by the consumer.

**ENSURE YOU KEEP YOUR SALES RECEIPT & COMPLETE YOUR GUARANTEE DOCUMENT IN FULL TO COMPLY**

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since 1979