

## PRODUCT WARRANTY

### 1. INTERPRETATION

- |     |                       |  |
|-----|-----------------------|--|
| 1.1 | “Product”             | shall refer to Megabond Proof  |
| 1.2 | “Manufacturer”        | shall refer to Wallchem Manufacturing cc   |
| 1.3 | “Approved Applicator” | shall refer to a product applicator who has been approved by the manufacturer to apply the product and who’s’ account are in good standing with the manufacturer |
| 1.4 | “Claimant”            | shall refer to the property owner  |
| 1.5 | “Applicator”          | shall refer to the individual, company or entity who applied the paint   |

### 2. TERMS

- 2.1 The guarantee is only limited to the following Megabond products
- Proof
- 2.2 The manufacturer guarantees that the product, which is used under normal circumstances and according to instructions of use and the applicable legislation, will function properly and are manufactured from defect free materials.
- 2.3 The guarantee shall only apply under the following conditions:
- 2.3.1 The total purchase price (including VAT) does not exceed R 40 000.00 (forty thousand rand) or the total purchase price (including VAT) does not exceed R 250 000.00 (two hundred and fifty thousand rand) when applied by an Approved Applicator.
- 2.3.2 The product purchase is registered by emailing the completed registration form (see Annexure A) to [info@megabondco.za](mailto:info@megabondco.za) within 30 days after the product was purchased. Once the registration is approved, a reference number will be submitted using the sender email address.
- 2.3.3 The guarantee shall commence from the date the registration is received by the Manufacturer. The product is guaranteed for 12 years when applied by an individual, contractor or developer.
- 2.3.4 Should any claim arise during the guarantee period, the period will not start afresh after settlement of the claim.
- 2.3.5 This guarantee shall only apply to products applied within the borders of the Republic of South Africa.
- 2.3.6 The preparation and application has been done in accordance with the product instruction provided for by the manufacture.
- 2.3.7 The recommended products have been used during surface preparation and priming.
- 2.3.8 The product is used for the application and surfaces intended.
- 2.3.9 A claim is subject to a site visit and or photos of the affected areas or symptoms. It is the responsibility of the claimant to ensure that the Manufacturer receives all documentation, samples, photos, invoices or other evidence as required to process any claims.

- 2.3.10 The warranty is only applicable in the event of ingress of moisture as a result of the product cracking, blistering or peeling from its surface and does not cover application workmanship, structural or surface integrity related problems.
- 2.3.11 The manufacture reserves the right to change warranty terms if it deems fit to do so.
- 2.3.12 The guarantee is registered to the owner of the property at the time of application and cannot be assigned or transfer in the event that the property is sold.
- 2.3.13 A maintenance coat has to be applied not exceeding a 48 (forty eight) month maintenance cycle.
- 2.3.14 Water has varying levels of PH, salinity, iron content, hardness, contamination and temperature fluctuations which can affect the long term performance of the product if inadequate drainage is maintained.
- 2.3.15 To ensure optimal performance, application rate must not exceed 1 (one) square meter per litre per coat with a combined minimal dry film thickness of 2000 (two thousand) microns. This will require a minimum of two coats to be applied within a reasonable time and as per instructions on the container.
- 2.3.16 As the product evolves overtime, the Manufacturer reserves the right to change product specifications as it deems applicable and fit for purpose.

### 3. EXCLUSIONS

The following exclusion will apply

- 3.1 Defect or damage caused due to inter-coat adhesion failure between an old (previous) coating and the new t Manufacturer supplied product.
- 3.2 Damage caused due to deterioration or movement of substrate.
- 3.3 Damage to the coating arising from external causes, outside manufactures control such as, but not limited to, heating, pollution, mechanical damage, electrical or electrolyte damage, incorrect cleaning, incorrect use, neglect, fire, water damage, hail, explosion, radiation, collision or other accident, acts of God, vandalism or other malicious damage, damage caused due to industrial action and alike.
- 3.4 Failure of any coating due the shape or characteristic of the surface.
- 3.5 Failure related to damage or wear down caused by excessive cleaning, scrubbing, the use of strong cleaning chemicals or harsh environment conditions.
- 3.6 Claims will only be valid for products paid in full.
- 3.7 The guarantee would be void and null under the following condition:
  - 3.7.1 the product was applied to chalky, rusted surfaces or bitumen based surfaces
  - 3.7.2 the product was applied to incompatible substrates or surfaces
  - 3.7.3 the product was applied to a roof area with an pitch less than thirty degrees
  - 3.7.4 the product specifications was not followed during preparation and applications
  - 3.7.5 failure to follow written instruction regarding product use or precautions
  - 3.7.6 inadequate time was allowed for the product to reach full cure before exposing to moisture

- 3.7.7 product exposed to surface contamination such as but not limited to microbial attack or effloresces
- 3.7.8 repair work started before the Manufacturer had the opportunity to do a site inspection

#### 4. LIABILITY

- 4.1 The replacement/payout value will depreciate each year. When the project qualifies for a twelve years guarantee, the value will depreciate by eight point three three percent each year from first day of application.
- 4.2 The replacement cost shall be the cost of the purchased product taking the annual sliding scale into account at the time of the claim.
- 4.3 The guarantee liability does not cover the cost of the stripping of the defective paint nor the original and/or reapplication of the replacement product and does not cover indirect costs or losses resulting from such stripping and re-application.
- 4.4 The guarantee liability does not cover the cost of any other product other than that of Megabond Proof as set out in this document.
- 4.5 The manufacture's liability does not cover damages or defects which could have been detected in the preparation or application process of the product.
- 4.6 The manufacturer shall not be liable for indirect losses and pure financial losses, lost profit or other consequential economic losses.
- 4.7 The manufacturer shall not be liable for damages caused by negligence of the applicator or other third parties directly involved.
- 4.8 The manufacturer shall not be liable for damages caused by material or building design.

#### 5. CLAIMS

- 5.1 The guarantee does not cover any claims for direct, indirect or consequential damages such as but not limited to, coating repair work, loss of time, expense due to the customers employees, agents or contractor's loss of profit or any claims by a third party against the customer.
- 5.2 The Manufacturer reserves the right to specify which applicator may/should be use to correct the paint failure.
- 5.3 The Manufacture shall be entitled to inspect the alleged paint failure and perform any test in respect thereof and may do so either in-house or by means of any appointed person or independent paint consultant. Prior to such inspection or testing, the customer may not perform any repairs, remove or tamper with the coating or the structure it is painted on.
- 5.4 The claim must be made within 30 days from the date customer discovers the defect.
- 5.5 The customer shall forthwith notify the Manufacture of the claim in writing, providing full details of the defect and on what basis he/she believes the manufacture is at fault.

- 5.6 The customer shall afford the Manufacture up to thirty calendar day's access to inspect the alleged paint defect on site before any corrective action could be initiated. Once all investigations are concluded, the guarantee compensation will be actioned.
- 5.7 The manufacturer accepts no liability for delays in completing any repair or replacement. The claimant or appointed applicator shall furthermore have no claim against the Manufacture or any of its representatives due to such delays.
- 5.8 By completing the product guarantee form, the claimant acknowledges, agrees and indemnifies that he/she/they/it will have no claim against the Manufacture, its representative and/or agents from direct and/or indirect, special, incidental and/or consequential loss or damages of whatsoever nature and howsoever caused.
- 5.9 It remains the sole discretion the Manufacture whether the defective product must be replace or if a lump sum be paid out.

## ANNEXURE A – PRODUCT GUARANTEE REGISTRION FORM

A twelve year limited warranty on Megabond Proof is available when the following form is submitted before and during each stage as per instruction below.

### PROJECT INFORMATION

Project Name: \_\_\_\_\_ Customer Name: \_\_\_\_\_  
Province: \_\_\_\_\_ City: \_\_\_\_\_  
Physical Address: \_\_\_\_\_ Code: \_\_\_\_\_  
Size of Area to be painted: \_\_\_\_\_ m<sup>2</sup> Roof type (eg. IBR, Tile, Cement): \_\_\_\_\_  
Contract value (if applicable): R \_\_\_\_\_ Paint purchase value: R \_\_\_\_\_

### CLAIMANT DETAILS

Registration Number (if applicable): \_\_\_\_\_ Vat number (if applicable): \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Physical Address: \_\_\_\_\_ Postal Address: \_\_\_\_\_  
Code: \_\_\_\_\_ Code: \_\_\_\_\_  
Financial Director (if applicable): \_\_\_\_\_ Workman's Comp No (if applicable): \_\_\_\_\_

### CLAIMANT CONTACT PERSON

Name: \_\_\_\_\_ Surname: \_\_\_\_\_  
Destination: \_\_\_\_\_ Contact ID: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_



**PREPARATION STAGE**

This section must be done and submitted before the project starts

Est. Roof age: \_\_\_\_\_ Is the roof currently coated? Yes / No

What is currently on the roof (if applicable)? \_\_\_\_\_

Are there any signs of rust on the roof? Yes / No If so, on a scale of 1 – 10, how much? (10 being severe)

Is there any Fungi/Mould present? Yes / No If so, on a scale of 1 – 10, how much? (10 being severe)

Are there any signs of water build-up? Yes / No Does the roof currently have any leaks? Yes / No

Are there any signs of contamination? Yes / No If so, on a scale of 1 – 10, how much? (10 being severe)

If contamination is present, state type or appearance: \_\_\_\_\_

Is the surface chalky? Yes / No

What preparation must be done? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Inspected Date: \_\_\_\_\_ Inspected By: \_\_\_\_\_

**APPLICATOR DETAILS**

Applicator Type (DIY, Contractor, Developer, Maintenance): \_\_\_\_\_

Company Name: \_\_\_\_\_ Years Experience: \_\_\_\_\_

Company or department staff Compliment: \_\_\_\_\_ Core Business: \_\_\_\_\_

Registration Number (if applicable): \_\_\_\_\_ Vat number (if applicable): \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Physical Address: \_\_\_\_\_ Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Code: \_\_\_\_\_ Code: \_\_\_\_\_

Painters Names	Qualifications	Years Experience	ID Number

**APPLICATION DETAILS**

Preparation Start Date: \_\_\_\_\_

Est. qty cleaning products required: \_\_\_\_\_ lt                      Est. qty primer required (if applicable): \_\_\_\_\_ lt

Est. qty of other primer/undercoat/topcoat required (if applicable): \_\_\_lt Specify Product: \_\_\_\_\_

Est. qty Thermoshield required (if applicable): \_\_\_lt

**COMPLETION DETAILS**

Completion Date: \_\_\_\_\_

Qty cleaning products used: \_\_\_\_\_ lt                      Qty primer used (if applicable): \_\_\_\_\_ lt

Qty of other primer/undercoat/topcoat used (if applicable): \_\_\_lt                      Specify Product: \_\_\_\_\_

Qty Megabond Proof used: \_\_\_lt                      Colour of Primer used: \_\_\_\_\_

Colour of Megabond Proof used: \_\_\_\_\_                      How was it tinted (if applicable): Shop Tinted / Factory Standard

Batch Number of Primer: \_\_\_\_\_                      Batch Number of Megabond Proof: \_\_\_\_\_

I \_\_\_\_\_ hereby certify that I have the authority and knowledge to confirm that the form is completed and all information given are accurate to the fullest of my knowledge. I have no reason to belief that the product will not perform as per requirements. By signing this form I understand and agree with the terms and conditions set by Wallchem Manufacturing cc.

Company Name: \_\_\_\_\_                      Position: \_\_\_\_\_

Signature: \_\_\_\_\_                      Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_                      Signature: \_\_\_\_\_

Date: \_\_\_\_\_