Rich Paints (Pty) Ltd.
Reg. No: 2017/151361/07
3088 Malaba Place,Centurion 3088
www.richpaints.co.za

RICHPAINTS
"WE MAKE PAINT"

PRODUCT GUARANTEE

This warranty is only valid for Rich Paints Products and only for the duration specified for each product on the Rich Paints website, www.richpaints.co.za. The following terms and conditions apply to Rich Paints (Pty) Ltd.'s provision of this guarantee to the customer:

GENERAL

1. It is advised that you speak with a representative from Rich Paints (Pty) Ltd. for guidance on all your painting needs whenever feasible because different surfaces and environmental factors necessitate distinct painting procedures to get the best results;
2. This Agreement will be construed without regard to any presumption and/or rule requiring construction and/or interpretation against the party drafting the Agreement;
3. Headings are for reference purposes only and shall not be used in the interpretation of this Agreement unless the contents clearly state otherwise;
4. Nothing in this guarantee is intended to limit the liability of Rich Paints (Pty) Ltd. or the remedies of the Consumer in any way which would contravene the provisions the Consumer Protection Act 2008 ("CPA");
5. Despite any provisions of this guarantee, the customer will have such rights and remedies as set out in the CPA, but only in accordance with the provisions of and time periods as set out in the CPA.

THE GUARANTEE SHALL ONLY APPLY WHERE

6. The product has been purchased in Rich paint store.
7. 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 that are available on the website or containers;
8. The consumer has lodged his/her guarantee with Rich Paints in writing within 7 (seven) days of the purchase date of the product/s by sending an email to info@richpaints.co.za furnishing all the purchase and personal details;
9. The guarantee shall commence on the date that the consumer lodges his/her guarantee ("the commencement date") and endure for a period of as displayed for the product on the website;
10. 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 at the sole discretion of Rich Paints (Pty) Ltd;
11. In the event that a claim is approved, product will be replaced in terms of this agreement and no cash refunds will be made;
12. This guarantee shall apply only to products purchased and applied within the Republic of South Africa;

TERMS

1. Rich Paints (Pty) Ltd. guarantees that if the product was applied as prescribed in the datasheet, that the product will meet the performance criteria set forth in this Guarantee;This Guarantee is the only guarantee provided by Rich Paints (Pty) Ltd. and no other guarantees express or implied, whether oral or written, in respect of any product, the application or use thereof is made or implied.

2. This guarantee shall only be applicable where:

a. The Product was used strictly for application as recommended in all data sheets on the website and paint containers;
b. Application work shall include all elements of surface preparation prior to application of the coating, as well as the process of application;
c. Application work has been done in accordance with the instructions provided for the product concerned with regard to preparation and application;
d. The consumer has followed the recommended surface preparation and used the recommended Rich Paints products for the surface preparation prior to the painting of the surface - primers, undercoats, and finishing coats.

3. Paint Failure shall mean any of the following:

e. delamination of one coat of paint from another; or
f. delamination of paint from its substrate; or
g. paint failures such as blistering, chalking, cracking, durability of the gloss and durability of colour (including excessive fading and yellowing), provided that all of the foregoing shall be subject to the reasonable wear and tear criteria as specified for each of the Products.

13. Colourfastness - some colours are more durable than others - on exterior products a fade rate of up to 20% year on year is regarded as normal wear and tear;
14. Moisture must not exceed 9%;
15. This Guarantee is not Transferable to any third party at all.

THIS GUARANTEE EXCLUDES:

16. Previously coated surfaces where the existing paint has adhesion failure;
17. Damage to the coating arising from deterioration or movement of coating caused by any other substance or condition;
18. Any indirect, incidental or consequential damages, losses and expenses such as 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;
19. Damage due to extreme weather conditions such as hail, vandalism, roof leaks, damp or moisture;
20. Damage to the paint arising from external causes outside Rich Paints (Pty) Ltd.’s control such as, but not limited to, incorrect use, heating, pollution, mechanical damage, incorrect cleaning methods, incorrect cleaning detergents or equipment, incorrect cleaning, abrasion with abrasive pads or sand paper, hydrostatic pressure, electrical or electrolyte damage, neglect, fire, explosion, radiation, collision or accident, acts of God, vandalism or other malicious damage, damage caused due to industrial or political action;
21. Any repair or attempted repair by the consumer and/or its agents, or representatives or any third party will render the guarantee void, unless such repair is carried out in accordance with the instructions of Rich Paints (Pty) Ltd.

LIABILITY

22. In the event of a proven product failure Rich Paints (Pty) Ltd. will provide replacement paint for the re-application of the coating, as may be necessary to repair the Paint Failure in accordance with the Claims Procedure;

Pro-rata deduction is understood as follows:

23. The 1st year is guaranteed 100% of the original purchase value. The remaining period will be pro-rata deducted by per annum on a reducing contract value to zero at the end of the guarantee period per product;
24. The replacement cost shall be the cost of the paint taking the pro-rata deduction into account at the time of the claim based on the original purchase value;
25. The consumer shall be liable for the balance of the replacement costs, which are not covered by Rich Paints (Pty) Ltd. as indicated above.

Any Product Replacement will be subject to the following:-

26. Rounding off to the nearest pack size available; and 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;
27. Rich Paints (Pty) Ltd. shall not be liable for any indirect or consequential loss or damages;
28. Consumer agrees that he/she cannot redeem this guarantee or claim for damages of any product failure or defect after the expiration of the Guarantee;
29. Rich Paints (Pty) Ltd. 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.

CLAIMS AND REPAIRS

30. The consumer shall forthwith notify Rich Paints (Pty) Ltd. in writing providing full details within 30 (thirty) days of the consumer discovering any defect, damage or failure resulting in a claim, and shall set out the basis on which it believes that Rich Paints (Pty) Ltd. is liable in terms of the guarantee;
31. Rich Paints (Pty) Ltd. 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 inspection or testing, the consumer shall not be entitled to perform any repairs to or remove or tamper with any part of the coating.
32. The consumer shall provide the original till slip or receipt as proof of purchase which must be legible to Rich Paints (Pty) Ltd;
33. The consumer shall provide such further information as Rich Paints (Pty) Ltd. may require, including details of environmental factors and inspection and repair records;

34. RIch Paints (Pty) Ltd, in its sole discretion shall be entitled to:

    a. Control repair work which is to be carried out in accordance with all its specifications and instructions;
    b. Appoint a contractor and/or approve the contractor appointed by the consumer;
    c. Provide replacement paint for the reapplication of the coating, as may be necessary to repair the “Paint Failure” in accordance with Clause C 4.