

BIRLA OPUS CALISTA NEO STAR SHINE

1. Product Background

1.1. About the Product

Birla Opus Paints, a division of Grasim Industries Limited (herein referred to as “Company”) introduces *Birla Opus Calista Neo Star Shine* (“Product”) which is an *exterior premium emulsion topcoat* offering a *rich sheen finish with excellent dust resistance, advanced algal protection and strong adhesion*.

1.2. Application Guidelines

- a. This Product is to be used on the *exterior vertical* masonry surfaces only. Warranty is not applicable for use on horizontal surfaces and boundary walls.
- b. Warranty will be applicable only when all application guidelines as detailed below and/ or available in the latest Product Information Sheet are strictly followed:
 - (i) Proper surface preparation to be ensured before application, as specified in the Product Information Sheet.
 - (ii) Slopes should be given in horizontal surfaces with adequate drainage to avoid accumulation of water. Cracks up to 5mm width and 3mm depth on the surface are to be filled with Birla Opus Alldry Crack Master Paste applied as per instructions in its PIS before painting.
 - (iii) Check the substrate for any internal spalling, delamination or voids using sounding technique. Structural defects and cracks (>5mm) if any should be repaired by mixing Birla Opus Alldry Repair Master with mortar.
 - (iv) One coat of Birla Opus exterior primer/equivalent Birla White exterior primer need to be applied as an undercoat;
OR
In case the exterior surfaces have seepage or dampness, the source of leakage or dampness should be arrested, surface should be dried and waterproofing applied from Birla Opus Alldry range/ Birla White waterproofing products.
 - (v) Follow with two coats of the Product (as per recommended application method).
 - (vi) The final coverage post usage should not exceed 4.64 – 5.57 sq.m/L (50-60 sq.ft/L) for two coats of the Product.
 - (vii) Paint curing takes at least two weeks. It needs to be ensured that paint is dried with adequate ventilation and sunlight. Warranty is not applicable if the painted surface comes in contact with water, dew drops or rain within 2 weeks of application.
 - (viii) Application is not to be done in rainy/high humid (> 80% relative humidity) season or in extreme cold temperatures (less than 10°C) or if the temperature might drop to this level within 4 hours of application.

2. Warranty Terms & Conditions

Please note that this warranty is subject to the terms & conditions mentioned hereunder and the above application guidelines.

2.1. Start and Registration of the Warranty

- a. This Warranty shall be effective from the date of purchase of the Product as per the tax invoice (“Warranty Start Date”), provided that painting work is fully complete, and the Consumer registers the Product for warranty.
- b. The Product must be registered within 15 days from the date of purchase by calling customer care at 18001201234 or registering on www.birlaopus.com and furnishing purchase details as required during the Warranty registration-
- c. The Warranty shall be valid for parameters and period as defined in Para 2.2 (*‘Warranty Period’*) from the Warranty Start Date.
- d. The Warranty shall apply to the overall paint system (including undercoats) for which the Product is applied as the topcoat as specified in the Application Guidelines..
- e. Upon settlement of any claim, Warranty of replaced Product will not start afresh, and will continue for the remainder of the Warranty Period from the Warranty Start Date.
- f. If there is a break/ lag in completing the painting work, the registration of the Warranty and Warranty Start Date and shall be determined by the Company at its sole discretion.
- g. The Company may appoint a person to examine and confirm the application of the Product as per the directions specified prior to registering the Warranty.
- h. For registering of Warranty, where quantity of Product purchase is equal to or more than 200 litres, please call our Helpline on 1800 120 1234 with requisite details. The registration of Warranty in such cases is subject to a satisfactory pre-inspection at site by Company’s representative.

2.2. Warranty Scope and Replacement Costs

For the Warranty to be applicable, the following conditions need to be met:

- a. Product is applied in a geography where average annual rainfall is below 3000 mm;
- b. The total volume of Product purchased is 40 litres or more and its usage exceeds 90% of the purchased volume; and
- c. Purchase of the requisite volume of the purchase of undercoats is also as required to be applied as per Application Guidelines

The Warranty is subject to the following scope:

Application System			Warranty Period in No. of Years for Warranty Parameters**		
TOPCOAT	Flaking, Peeling, Chalking, Shade Fading	Flaking, Peeling, Chalking, Shade Fading	Flaking, Peeling, Chalking, Shade Fading	Algal Growth	Waterproofing
Calista Neo Star Shine	Not Applied	Calista Perfect Choice Primer	7	3	0
Calista Neo Star Shine	Not Applied	Alldry Salt Seal	7	3	0
Calista Neo Star Shine	Not Applied	Alldry Wallfix 4	7	3	4
Calista Neo Star Shine	Not Applied	Alldry WallnRoof 10	7	3	6
Calista Neo Star Shine	Textures~	Calista Perfect Choice Primer	7	3	0
Calista Neo Star Shine	Textures~	Alldry Salt Seal	7	3	0
Calista Neo Star Shine	Textures~	Alldry Wallfix 4	7	3	4
Calista Neo Star Shine	Textures~	Alldry WallnRoof 10	7	3	6

~Exterior Textures include Birla Opus Explore, Inspire, and Prime range of Exterior Textures.

Warranty Period From Start Date in No. of Years	*Replacement Costs for different Warranty Parameters	
	Flaking, Peeling, Chalking, Shade Fading	Algal growth
0 to 1	100%	100%
1 to 2	85%	65%
2 to 3	70%	40%
3 to 5	50%	0%
5 to 7	30%	0%

Warranty Period From Start Date in No. of Years	*Replacement Costs for Waterproofing Warranty	
	Alldry Wall Fix 4	Alldry Wall n Roof 10/ Alldry Wall n Roof 12
0 to 1	100%	100%
1 to 2	80%	86%
2 to 3	60%	72%
3 to 4	40%	58%
4 to 5	20%	44%
5 to 6	0%	30%
6 to 7	0%	16%

*Replacement Costs shall mean the cost of material and labour required to correct the affected portion as determined by the Company.

****Definitions of Warranty Parameters**

Peeling - Peeling covers instances where at least 1.85 sq.m (20 sq.ft) of continuous paint layer detaches from the substrate or undercoat (detached paint layer looking like a blanket) without application of any external force.

Flaking - Flaking covers instances where one coat of paint film loses adhesion to the subsequent coat of paint film and starts to come off in flakes/chips for a minimum continuous area of 1.85 sq.m (20 sq.ft) over a painted surface due to cracking of paint film without application of any external man-made force.

Chalking - Chalking covers instances where loose paint gets heavily deposited on bare hand while rubbing a dried and cured paint film observed over a minimum continuous area of 1.85 sq.m (20 sq.ft), provided hand rub is without putting extra pressure. Any other deposits on the paint surface such as dust, dirt, salt etc. are not considered as chalking.

Shade fading - Shade fading covers instances of visible loss of colour with time in paint film applied over a minimum continuous area of at least 1.85 sq.m (20 sq. ft) on one wall equally exposed to climatic conditions. Shade fading should be solely due to paint quality issue and should be uneven across the painted surface. Any variation due to variation in intensity of light, unevenness of substrate, variation in sheen, non-uniform dust accumulation, salt deposited on the surface is not considered as shade fading.

Algal growth - Algal growth covers instances where heavy algae growth is seen for at least continuous area of 0.92 sq.m (10 sq.ft) on vertical walls which is not cleanable by pressure water wash in dry season.

2.3. Warranty Claim Procedure

- a. Consumer may raise a claim within 30 days of discovering issue(s) noticed on the affected areas based on Warranty Parameters/ scope as detailed in Para 2.2.
- b. The Consumer is required to notify the Company of the issue(s) noticed along with the invoice details, sample pictures and basis for Warranty invocation by contacting the customer care at 1800 120 1234. The Consumer shall provide such additional details as required by the Company and/or allow the company to visit/inspect the painting site either in portion or entirety at the Company's discretion.
- c. In case where the Company decides that the Warranty is applicable on the issue(s) noticed on the affected areas, the Company shall bear the Replacements costs as detailed in Para 2.2 to repair/ repaint the affected areas.
- d. In case where the Company decides that Warranty is not applicable, the same shall be communicated to the Consumer.
- e. Warranty is applicable only to the affected area where the Product is used in accordance with the Application Guidelines and not to the rest of the areas.
- f. In case the Consumer carries out repair works on the areas covered under the Warranty, the same shall be at their own risk and the Company's Warranty on the Product shall not be valid on such repaired areas.

2.4. Warranty Exclusions

The Warranty will cover only manufacturing defects of the Product and will not cover any defects arising out of factors not in control of the Company, including but not limited to:

- a. Constant water dripping, water leakage, water seepage or continuous dampness in the wall/ terrace/ roof
- b. Presence of water droplets/dripping as a result of being near vegetation, air conditioning units or any other sources of water leakage such as planted pots grills etc.
- c. Moisture infiltration from ground-level capillary rise, encompassing water seepage, leakage, and persistent surface dampness
- d. Water leakages from surfaces/structures not coated with the Products that are in proximity to the surface painted with the Product
- e. Improper housekeeping of terrace or roof resulting into waterlogging or inadequate drainage system
- f. Application on any substrate other than masonry walls
- g. Efflorescence
- h. Lime blooming
- i. Any issue including but not limited to, chalking, peeling, flaking, shade fading, growth of algae, bacteria, fungus on surfaces other than exterior vertical masonry surfaces
- j. Any issue arising due to a tree or plant being in contact with a painted surface, painted surface being beneath a tree, or staining due planted pots
- k. Any issue due to proximity of dense trees especially in forest areas and hill stations
- l. Algae growth resulting from dust deposition or non-cleaning of surfaces having accumulation of water or dirt
- m. Any alteration, modification, or extension of the painted site whether of civil or structural nature
- n. Mechanical damage or puncturing of the paint film due to sharp or heavy articles, fixing of antenna etc. on the walls.

- o. Impact of exposure to any harsh chemicals or corrosive substances such as solvents to the Product
- p. Defects in the building's design or structure
- q. Chalkiness of surface on which paint is applied
- r. Use of non-recommended undercoats or textures
- s. Water seepage through ducts or other areas
- t. Any work involving handling, extracting, digging or substituting any other building materials including concrete while testing or repairing the areas painted with the Product
- u. Any movement, shifting, or cracking of the building
- v. Moss and other vegetative growth
- w. Writing or doodling on the walls, spitting, bird droppings, damage caused by animals, insects etc
- x. Act of God or Force Majeure
- y. Armed rebellion, vandalism or any other form of violence
- z. Slight paint chalking or shade fading occurring due to weather conditions within normal limits
- aa. Fire or accident
- bb. Improper surface preparation
- cc. Normal wear and tear or abuse or negligence by the Consumer
- dd. Any act of commission or omission on the part of the Contractor/Painter/ Consumer not in line with the Application Guidelines
- ee. Any cases where the minimum affected area is less than 0.92 sq.m (10 sq.ft) of continuous exterior vertical surface
- ff. Any other causes other than defect in the Product

2.5. Limitations of Liability & Dispute Resolution

- a. Except expressly stated, the company disclaims any liabilities whether in contract, tort or otherwise. The Company makes no warranty regarding merchantability or fitness of the Product for any particular purpose.
- b. This document captures the sole and exclusive remedy available to the Consumer, if any and no other warranty either expressed or implied is available to Consumer.
- c. The Company shall not be held liable towards loss or damages of incidental, indirect or consequential nature or for any value more than the tax invoice value.
- d. In case of any disputes, exclusive jurisdiction of the courts of Mumbai shall apply. Governing laws shall be Laws of India.
- e. The facts and all matters concerning any Warranty/ claim/ dispute will always be kept confidential by both the Consumer and the Company.

This Warranty document captures the complete Warranty Terms & Conditions as applicable to the Product and supersedes any previous version.