

BIRLA OPUS CALISTA EVER STAY

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 Ever Stay, an entry level interior premium emulsion topcoat (“Product”) that gives smooth & beautiful walls with excellent peel protection.

1.2. Application Guidelines

The Product is to be used for interior vertical walls and interior roof masonry surfaces only. All aspects of surface preparation and application guidelines as detailed below and/ or available in the latest Product Information Sheet are to be strictly followed:

- i. Before painting it is required to maintain moisture level of surface below 16%. In case of any deviation, appropriate treatment of the damp surface should be carried treating the fundamental cause to dampness.
- ii. It needs to be mandatorily ensured that the surface is clean & dry, and all cracks are filled as a pre-painting step.
- iii. Cracks up to 5mm width and 3mm depth on the surface are to be filled with Birla Opus Alldry Crack Master, applied as per instructions given in the latest PIS before application of the Product. Loose plaster, structural cracks, etc. need to be repaired as per standard construction practices.
- iv. One coat of Birla Opus Calista Pro White Primer/equivalent Birla White Primer is to be applied as an undercoat, followed by two coats of Birla Opus One Acrylic Wall Putty/equivalent Birla White Putty followed by one coat of Birla Opus Calista Pro White Primer/equivalent Birla White Primer and finally, a minimum of two coats of the Product needs to be applied.
- v. The final coverage post usage should be 12.07-13.93 sq.m/L (130-150 sq.ft/L) for two coats of the Product.

2. Warranty Terms & Conditions

PLEASE NOTE THAT THIS WARRANTY IS SUBJECT TO THE TERMS & CONDITIONS MENTIONED HEREUNDER AND THE ABOVEMENTIONED 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 Company’s Customer Care at 1800-120-1234 or logging on to the Birla Opus website and following the URL <https://www.birlaopus.com/warranty> and furnishing purchase details as required for 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.
- 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

Warranty is applicable only in case where the minimum volume of Product purchased is 10 Litres or more and its usage exceeds 90% of purchased volume, along with purchase of the requisite volume of undercoats as required to be applied as per Application Guidelines. The Warranty is subject to the following scope:

Sr. N	Warranty Period	**Warranty Scope/ Parameters	*Replacement Costs to be borne by the Company	
1	4 Years	Chalking, Flaking, Peeling and Shade Fading	Years	% Of Replacement Cost
			0 to 1	100%
			1 to 2	75%
			2 to 3	50%
			3 to 4	25%

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

*** Definitions of Warranty Parameters*

Chalking- Chalking covers instances where paint is deposited in powder form on bare hand for a minimum continuous area of 1.85 sq.m (20 sq.ft) over a painted surface, provided hand rub is without putting extra pressure.

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 combined area of 1.85 sq.m (20 sq.ft) over a painted surface.

Peeling- Peeling covers instances where a continuous section of paint layer detaches from the coat of paint film for a minimum combined area of 1.85 sq.m (20 sq.ft) over a painted surface.

Shade fading- Shade fading covers instances where there is gradual loss or alteration of colour over minimum area of 1.85 sq.m (20 sq.ft) on one continuous painted surface solely due to paint quality issue and provided such fading is uneven across the surface.

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 Scope/Parameters as detailed in Para 2.2.
- b. The Consumer is required to notify the Company of the issue(s) noticed along with the reference of the registered Warranty, 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.
- 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 or continuous dampness in the wall
- b. Moisture infiltration from ground-level capillary rise, encompassing water seepage, leakage, and persistent surface dampness
- c. Water leakages from surfaces/structures not coated with the Products that are in proximity to the surface painted with the Product
- d. Use of non-recommended undercoats or textures
- e. Moss and other vegetative growth
- f. Writing or doodling on the walls, spitting, bird droppings, damage caused by animals, insects etc.
- g. Efflorescence
- h. Lime blooming
- i. Growth of algae or bacteria or fungus or other forms of organism categorized as living things as per scientific understanding.
- j. Improper housekeeping such as hanging of wet cloth on painted wall, dragging of furniture along painted surfaces, oily deposits on wall etc.
- k. Any alteration, modification or extension of the painted site whether of civil or structural nature
- l. Mechanical damage or puncturing of the paint film.

- m. Impact of exposure to any harsh chemicals or corrosive substances such as solvents to the Product
- n. Act of God or Force Majeure
- o. Armed rebellion or vandalism or any form of violence
- p. Fire or accident
- q. Improper surface preparation
- r. Normal wear and tear
- s. Any act of commission or omission on the part of the Contractor/Painter/ Consumer not in line with the Application Guidelines
- t. 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.