

Terms & Conditions

ATTENTION: Please read all the terms and Conditions

Prominent Paints (Pty) Ltd ("Prominent Paints") 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 Prominent Paints paint products :

7 Year Paint Film Guarantee	12 Year Life Expectancy	12 Year Life Expectancy	15 Year Paint Film Guarantee
Select Matt – Interior walls only	Premium Matt – Interior walls only	Ultra Matt – Interior walls only	Neuklad – Exterior walls only
Select Sheen – Exterior & Interior surfaces	Premium Sheen – Interior walls only	Ultra Sheen – Interior surfaces only	
Select Wall and Ceiling – Interior walls & ceilings only	Premium Satin – Exterior walls only	Ultra Gloss – Exterior & Interior surfaces	
Select Textured – Exterior walls only	Premium Textured – Exterior walls only		
Select Roof and Paving – Exterior roofs only	Premium Roof – Exterior roofs only		
Select Wall and Ceiling – Interior walls & ceilings only	Premium Gloss Enamel – Exterior & Interior surfaces		
	Premium Non Drip Enamel – Interior surface only		

1.2 The guarantee shall apply where:-

- 1.2.1 the total purchase price of the Product/s does not exceed R15 000.00 (fifteen thousand rand) inclusive of VAT;
- 1.2.2 Where the total purchase price exceeds R15 000.00 (fifteen thousand rand), the Prominent Paints trade guarantee shall apply, which terms and conditions are available on request.

1.3 Prominent Paints will provide replacement paint for the re-application of the coating, as may be necessary to repair the Paint Failure in accordance with clause 6.

Throughout this guarantee the words "Paint Failure" shall mean any of the following occurring:-

- 1.3.1 delamination of one coat of paint from another; or
- 1.3.2 delamination of paint from its substrate; or
- 1.3.3 paint failures such as blistering, chalking, cracking, durability of the gloss and durability of colour (including uneven fading), provided that all of the a foregoing shall be subject to the reasonable wear and tear criteria as specified by Prominent Paints for each of the Products.

1.4 This guarantee does not cover any indirect or consequential damages.

2. COMMENCEMENT AND DURATION

2.1 This guarantee shall commence on the date that the consumer electronically enters his/her guarantee on the website of Prominent Paints and furnishes all the purchase and personal details requested by Prominent Paints ("the Commencement Date"). In order for this guarantee to be valid, this must be done within 30 (thirty) days of the purchase date of the Product/s.

2.2 The guarantee shall be for a period as stated on the product and calculated from the Commencement Date.

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 Telephonic notice being given to Prominent Paints by phoning 0861 77 66 46 and furnishing the details regarding the change of ownership; and
- 2.3.3 The period of the guarantee not starting afresh upon such 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 Prominent Paints.

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 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 the painting of the surface;
- 3.1.3 The consumer has used the entire paint system recommended by Prominent Paints, i.e. primer, undercoat and top coat;

3.1.4 The Product is used strictly for application as stated on the container or as specified in clause 1.1.

3.1.5 The specifications of Prominent Paints have been followed correctly, in circumstances where clause 1.2.2 applies.

3.2 Application work shall include all elements of surface preparation prior to application of the coating, as well as the process of application.

4. LIABILITY

4.1 The liability Prominent Paints shall reduce over the guarantee period according to the table below:-

Year	7 Year Paint Film Guarantee	12 Year Life Expectancy	15 Year Paint Film Guarantee
Year 1	Full Replacement	Full Replacement	Full Replacement
Year 2 - 3	75% Replacement	80% Replacement	85% Replacement
Year 4 - 5	50% Replacement	60% Replacement	65% Replacement
Year 6 - 7	15% Replacement	40% Replacement	45% Replacement
Year 8 – 10	Not applicable	20% Replacement	30% Replacement
Year 11 – 12	Not applicable	10% Replacement	20% Replacement
Year 13 - 15	Not applicable	Not applicable	10% Replacement

4.2 The replacement cost shall be the cost of the paint at the time of the claim. The consumer shall be liable for the balance of the replacement costs, which are not covered by Prominent Paints, as indicated in 4.1 above.

5. EXCLUSIONS

Prominent Paints shall not be liable for:

5.1 damage to the coating arising from external causes outside Prominent Paints control such as, but not limited to, welding or other heating, pollution, mechanical damage , incorrect cleaning methods with incorrect cleaning detergents and equipment (i.e. excessive abrasion with abrasive pads), hydrostatic pressure, electrical or electrolyte damage, incorrect cleaning or incorrect use, neglect, fire, explosion, radiation, collision or other accident, acts of God, vandalism or other malicious damage, damage caused due to industrial action, and the like;

5.2 the failure of any coating on any areas which because of their shape, characteristics or configuration, present special difficulties in either preparation or coating e.g. ladders and ladder platforms, handrails, rivets and contact surfaces of any kind;

5.3 the deterioration of any metal as a result of any form of electrochemical action;

- 5.4 any indirect or consequential damages, losses and expenses such as but not limited to demurrage associated with 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;
- 5.5 Damage to the coating arising from deterioration or movement of the substrate caused by any other substance or condition.
- 5.6 Exterior colours undergoing uniform fading. The lightness of the colour will show uniform change. This is a natural occurrence with exterior coatings when exposed to sunlight. However, the main constituent of the colour which is the hue will be maintained during the life of the coating.

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 Prominent Paints of the claim providing full details of thereof, and shall set out the basis on which it believes that Prominent Paints is liable in terms of the guarantee. Prominent Paints 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.
- 6.3 The consumer shall provide the original till slip or receipt as proof of purchase which must be legible to Prominent Paints.
- 6.4 The consumer shall provide such further information as Prominent Paints may require, including details of environmental factors and inspection and repair records.
- 6.5 Prominent Paints shall use its best endeavours to ensure that 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.
- 6.6 Prominent Paints, in its sole discretion shall be entitled to:
 - 6.6.1 Control repair work which is to be carried out in accordance with all its specifications and instructions; and
 - 6.6.2 Appoint a contractor and / or approve the contractor appointed by the consumer.