

PROMINENT PAINTS PRODUCT WARRANTY

TERMS AND CONDITIONS

The warranty described in this document is given by Prominent Paints Proprietary Limited, registration number 1997/006763/07 ("**Prominent Paints**") to the purchaser ("**Purchaser**") of products manufactured by Prominent Paints and which are, subject to the terms and conditions set out below, identified in the attached Table of Warranted Products and Substrates (together the "**Products**" and each a "**Product**").

1. PURCHASER'S RESPONSIBILITY

1.1 In addition to the instructions and to the suitability and usage directions which may appear on the labels of each Product container, each of the Products has its own technical data sheet (each a "**Data Sheet**") which is available on the Prominent Paints website (the "**PP Website**") which may be accessed at <https://www.prominentpaints.co.za/>.

1.2 It is the Purchaser's responsibility to ensure the Products which it purchases are fit for purpose and that it complies, in full, with all instructions regarding both the use and application of the Products which may appear on the containers of the Products, as well as those instructions and/or directions which are set out in the Products' respective Data Sheets (the "**Instructions**"). If the Purchaser fails to adhere to the Instructions, the Warranty will be void and the Purchaser will have no claim against Prominent Paints for any loss or damage which it may suffer or incur as a consequence of any Product Failure which may arise.

1.3 In particular and without limiting the aforesaid, the Purchaser shall ensure that:

1.3.1 the surfaces upon which the Products are to be applied are prepared; and

1.3.2 all Product application work,

takes place in accordance with the Instructions.

2. WARRANTY

The Prominent Paints Warranty

2.1 Prominent Paints warrants to the Purchaser that each of the Products will, when applied to the applicable substrates identified in the attached Table, function in accordance with the specifications set out in their applicable Data Sheets and that they will be free from any Product Failure for the period commencing on the date of purchase of the Products and enduring for the warranty period described in the attached Table ("**Warranty**").

2.2 A "**Product Failure**" will occur if a Product fails to perform in accordance with the specifications set out in its Data Sheet, and shall include:

2.2.1 cracking of the paint film that is in accordance with ISO 4628-4:2016;

2.2.2 blistering of the paint film that is not in accordance with ISO 4628-2:2016;

- 2.2.3 failure related to adhesion loss or inter-coat adhesion failure that is in accordance with ISO 4624:2023 and ISO 2409:2020;
- 2.2.4 excessive chalking of the paint film that is not in accordance with ISO 4628-6:2023; and
- 2.2.5 excessive fading of the paint film where the colour change is not in accordance with ISO 105- A02:1993 (E).

When the Warranty Inapplicable Inapplicable

- 2.3 A Product Failure will not be regarded as having occurred, and therefore the Warranty will be inapplicable, if:
 - 2.3.1 any damage to the Product, or any Product Failure:
 - 2.3.1.1 arises from external causes such as, but not limited to, welding or other heating, pollution (eg. acid rain), salt spray, mechanical damage, incorrect cleaning methods with incorrect cleaning detergents and equipment (eg. excessive abrasion with abrasive pads), hydrostatic pressure, electrical or electrolyte damage, neglect, fire, explosion, radiation, collision or other accident, acts of God or vandalism or other malicious damage;
 - 2.3.1.2 occurs in respect of any areas which, because of their shape, characteristics or configuration, present special difficulties in application, preparation or coating;
 - 2.3.1.3 arises from deterioration or movement of the substrate on which the Product is applied;
 - 2.3.1.4 arises as a result of moisture in or other damage to the substrate; or
 - 2.3.1.5 arises from poor workmanship, application or surface preparation;
 - 2.3.2 a Product is applied to a substrate in respect of which it is not specifically warranted in accordance with the attached Table;
 - 2.3.3 a Product is used in conjunction with any products which: (i) have been manufactured by a third party unrelated to Prominent Paints; or (ii) are, even if they have been manufactured by Prominent Paints, are not specified by Prominent Paints as being compatible for use with the Product; or
 - 2.3.4 if the Purchaser or any other person employed by or purporting to represent the Purchaser:
 - 2.3.4.1 fails to comply with the Instructions;
 - 2.3.4.2 attempts to fix or tampers with the Product after it has been applied; or
 - 2.3.4.3 does anything or omits to do anything which causes a Paint Failure to occur.
- 2.4 Any product which is manufactured by Prominent Paints but which is either not identified in the attached Table or which, if it is identified in the attached Table, is applied to any surface for which is not specified in the attached Table, is not covered by the Warranty.

Obligation to Register the Warranty

- 2.5 The Warranty will be inapplicable unless the Purchaser has lodged confirmation on the PP Website of its proof of purchase of Products within 30 days of the purchase date of the Products. In this regard, when lodging the aforesaid proof on the PP Website, the Purchaser will be required to enter certain of his/her/its personal and purchase details, shall state the purchase date of the Products, shall upload a proof of purchase of the Products and, as required by the PP Website, shall provide a completed evidence form which lists the quantities of the Products purchased and their batch numbers.

General Terms relating to the Warranty

- 2.6 The Warranty shall only apply only to Products purchased in and applied on surfaces situated in the Republic of South Africa.
- 2.7 The Warranty is not transferrable.

3. WARRANTY CLAIMS

- 3.1 Any claim which the Purchaser wishes to make in respect of the Warranty ("**Claim**") shall be made in writing as soon as possible after the Purchaser becomes aware of a Paint Failure.
- 3.2 The Purchaser's notification of its Claim ("**Claim Notification**") shall be made in writing and shall be submitted to Prominent Paints using one or more of the following delivery methods:
- 3.2.1 If the Claim Notification is submitted by post, it shall be marked for the attention of the Technical Manager and mailed to:
- PO Box 136166
Alberton North
1456
- 3.2.2 If the Claim Notification is submitted electronically, it shall be emailed to customercare@prominentpaints.co.za.
- 3.2.3 If the Claim Notification is submitted by hand (including by courier), it shall be marked for the attention of the Technical Manager and delivered to:
- 11 Dan Jacobs Street
Alrode
Alberton
1449
- 3.3 The Claim Notification shall include full details of the Claim, including: (i) a description of the Products in respect of which the Claim is made; (ii) the address and a description of the site at which the Products were applied; (iii) a description of the surfaces on which the Products were applied; (iv) the date upon which the registration under clause 0 took place; (v) a description of the Product Failure which the Purchaser believes has occurred in relation to the Products and photographs thereof; and (vi) the Purchasers contact details.

3.4 After receipt of a Claim Notification, Prominent Paints shall be entitled, at its discretion and as arranged with the Purchaser, to visit the site at which the Products were applied and inspect the alleged Paint Failure and any remaining Products. Prominent Paints may, at its discretion appoint a nominee to perform the aforesaid inspection on its behalf.

3.5 The Purchaser shall provide to Prominent Paints such further information as Prominent Paints may require in connection with a Claim Notification, including details of environmental factors and inspection and repair records.

4. LIABILITY

4.1 Following receipt by it of a Claim Notification, Prominent Paints shall, at its sole discretion, determine whether a Paint Failure has occurred. If it does so, it will advise the Purchaser in writing, and it may elect either:

4.1.1 to remedy the Paint Failure itself or through an agent appointed by it;

4.1.2 subject to clause 4.2.2, to remedy the Paint Failure by providing replacement Products to remedy the Paint Failure;

4.1.3 to provide an alternative product to the Purchaser to remedy the Paint Failure if the Product the subject of the Paint Failure cannot be replaced; or

4.1.4 to recommend to the Purchaser such other remedy which it determines to be appropriate in the circumstances.

4.2 The responsibility of Prominent Paints in respect of any election made by it in terms of clause 4.1 shall be limited as follows:

4.2.1 if it elects in terms of clause 4.1.1 – to the cost of providing products necessary to remedy the Paint Failure and, as applicable, employing the agent;

Year	3 Year Paint Film Warranty	5 Year Paint Film Warranty	7 Year Paint Film Warranty	10 Year Paint Film Warranty	12 Year Paint Film Warranty	15 Year Paint Film Warranty
Year 1	Full Replacement	Full Replacement	Full Replacement	Full Replacement	Full Replacement	Full Replacement
Year 2 - 3	25% Replacement	50% Replacement	75% Replacement	80% Replacement	80% Replacement	85% Replacement
Year 4 - 5	Not applicable	25% Replacement	50% Replacement	60% Replacement	60% Replacement	65% Replacement
Year 6 - 7	Not applicable	Not applicable	15% Replacement	40% Replacement	40% Replacement	45% Replacement
Year 8 – 10	Not applicable	Not applicable	Not applicable	10% Replacement	20% Replacement	30% Replacement
Year 11 – 13	Not applicable	Not applicable	Not applicable	Not applicable	10% Replacement	20% Replacement
Year 14 - 15	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	10% Replacement

- 4.2.2 if it elects in terms of clause 4.1.2 – to replacing the Products the subject of the Paint Failure. The amount of such Products which will be supplied by Prominent Paints will be determined in accordance with the following table:
- 4.2.3 if it elects in terms of clause 4.1.3 – to providing the alternative products necessary to remedy the Paint Failure; or
- 4.2.4 if it elects in terms of clause 4.1.1 – to the cost of the remedy recommended by it.
- 4.3 In no circumstances will Prominent Paints be liable to the Purchaser for any costs, claims, damages or loss, (including any caused by injury or death), whether direct, indirect or consequential (including but not limited to loss of profits, loss of business or loss of revenue), suffered or incurred by the Purchaser as a result of or in connection with a Paint Failure.
- 4.4 Notwithstanding the aforesaid, unless it otherwise specifically elects in writing, the maximum aggregate liability of Prominent Paints to the Purchaser in terms of the Warranty shall in not exceed the total purchase price of the Products to which the Claim relates.

5. **CONSUMER PROTECTION ACT**

- 5.1 This Warranty is not intended to override the provisions of the Consumer Protection Act 68 of 2008, as amended from time to time ("**CPA**"), which shall at all times continue to govern the terms and conditions of any supply of Products between Prominent Paints and the Purchaser who is an individual consumer or a juristic person with an asset value or annual turnover less than the threshold published from time to time by the Minister of Trade and Industry under section 6 of the CPA ("**Exempt Transaction**").
- 5.2 If there is any conflict between this Warranty and the provisions of the CPA in relation to an Exempt Transaction, the applicable provisions of the CPA will prevail.
- 5.3 All the provisions of this Warranty will be deemed to be qualified to the extent required in order to ensure compliance with the applicable provisions of the CPA in relation to an Exempt Transaction and these terms and conditions must be interpreted and applied accordingly.
- 5.4 Notwithstanding any other provision of this Warranty, in relation to an Exempt Transaction, the Purchaser will have such rights and remedies as set out in the CPA, but only in accordance with the provisions of and time periods set out in the CPA.

Table of Warranted Products and Substrates

3 YEAR PAINT FILM WARRANTY (NEW BUILD)			
PRODUCT	USE		
Product Name	Interior walls *	Exterior Walls *	Roofs *
Waterproofing Wall Coat	x	x	

5 YEAR PAINT FILM WARRANTY (NEW BUILD)			
PRODUCT	USE		
Product Name	Interior walls *	Exterior Walls *	Roofs *
Select Matt	x		
Select Wall and Ceiling	x		
Select Sheen	x	x	
Select Textured		x	
Select Roof and Paving			x
Premium Matt	x	x	
Premium Satin Silk	x	x	
Premium Textured		x	
Premium Roof and Paving			x
Premium Gloss Enamel	x		
Premium Non-Drip Enamel	x		
Premium Eggshell Enamel	x		
Ultra Sheen	x		
Ultra Gloss	x	x	
Neuklad Ultra Shield		x	
Neuklad	x	x	

7 YEAR PAINT FILM WARRANTY (REDECORATION)			
PRODUCT	USE		
Product Name	Interior walls *	Exterior Walls *	Roofs *
Select Matt	x		
Select Wall and Ceiling	x		
Select Sheen	x	x	
Select Textured		x	
Select Roof and Paving			x

10 YEAR PAINT FILM WARRANTY (REDECORATION)			
PRODUCT	USE		
Product Name	Interior walls *	Exterior Walls *	Roofs *
Ultra Sheen	x		
Ultra Gloss	x	x	
Neuklad Ultra Shield		x	
Neuklad Cool Roof			x

12 YEAR PAINT FILM WARRANTY (REDECORATION)			
PRODUCT	USE	x	
Product Name	Interior walls *	Exterior Walls *	Roofs *
Premium Matt	x	x	
Premium Satin Silk	x	x	
Premium Textured		x	
Premium Roof and Paving			x
Premium Gloss Enamel	x		
Premium Non-Drip Enamel	x		
Premium Eggshell Enamel	x		

15 YEAR PAINT FILM WARRANTY (REDECORATION)			
PRODUCT	USE		
Product Name	Interior walls *	Exterior Walls *	Roofs *
Neuklad	x	x	

* Detailed Substrate Description	
Substrate Name	Substrate Type
Walls	Concrete
Walls	Baked Brick
Walls	Fibre Cement
Walls	PVC
Walls	Asbestos
Roofs	Asbestos
Roofs	Chromadek
Roofs	Fibre Cement
Roofs	Galvanized Iron
Roofs	Granular Finish Cement / Concrete Tile
Roofs	Harvey Tile
Roofs	Smooth Cement / Concrete Tile