

TERMS AND CONDITIONS

Product Guarantee

1. Definitions

1.1. Day shall mean a period of 24 (twenty-four) hours running from midnight to midnight and excludes a Saturday or a Sunday or public holiday/s officially recognised in the Republic of Namibia.

1.2. Product Failure or Defect shall mean

1.2.1. Delaminating of one coat of the same paint from another when applied in accordance of specification;

1.2.2. Delaminating of paint from its suitably primed/prepared substrate when applied in accordance of specification; or

1.2.3. Cracking of the paint when applied in accordance of specification.

1.3. Product and its corresponding Quality Guarantee Period shall mean, as applicable:

NEO PAINTS		
	Exterior	Interior
NEO Dur PVA	8 years	12 years
NEO Multi Dur PVA	6 years	10 years
NEO Aurora PVA	4 years	7 years
NEO Silk Enamel (Interior & shaded exterior use only)	6 years	12 years
NEO Dur Eggshell Enamel (Interior use only)		12 years
NEO Dur High Gloss Enamel	6 years	10 years
NEO Gloss Acrylic	8 years	10 years
MEGABUILD		
MEGABUILD High Cover	8 Years	
MEGABUILD Silky Sheen	8 Years	
MEGABUILD Water based Enamel	8 Years	
MEGABUILD Sunguard Roof Paint	8 Years	
ARK TRADING		
ARK PRO VALUE INTERIOR HIGH COVER WALL PAINT		5 years
ARK PRO VALUE WALL PAINT		8 years
ARK PRO VALUE EXTERIOR ROOF & WALL PAINT	Roof 6 years	Wall 8 years

The Quality Guarantee Period is calculated from the Quality Guarantee Commencement Date.

1.4. Quality Guarantee Commencement Date shall mean the date that the consumer lodges the guarantee on the NEO Paints (Pty) Ltd (NEO Paints) guarantee website (<http://www.neopaints.com>), and furnishing all the purchase and personal details requested by NEO Paints ("the Commencement Date"). For the Quality Guarantee to be valid, this must be done within 30 (thirty) days of the Purchase date of the Product/s.

2. Quality Guarantee

2.1. The Quality Guarantee shall only apply to the PRODUCT/S purchased and applied within the Republic of Namibia and where the total value of the invoice related to the PRODUCT/S does not exceed the value of N\$20 000 inclusive of VAT.

2.2. NEO Paints guarantees the consumer that, for the duration of Quality Guarantee Period, the PRODUCT will meet the performance criteria as set forth in the Quality Guarantee. THIS GUARANTEE IS THE SOLE GUARANTEE GIVEN BY NEO PAINTS. NEO PAINTS MAKES NO OTHER GUARANTEES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCT, THE APPLICATION OR USE THEREOF, OR OTHERWISE. IN ADDITION, AND WITHOUT LIMITING THE FOREGOING, ANY AND ALL GUARANTEES, CONDITIONS AND OTHER TERMS (WHETHER EXPRESSED OR IMPLIED AND WHETHER STATUTORY OR OTHERWISE) AS TO THE QUALITY OR DESCRIPTION OF THE PRODUCT ARE DISCLAIMED AND ARE EXCLUDED FROM THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.

2.3. The consumer acknowledges that the consumer has not relied on any statement, promise or representation made or given by or on behalf of NEO Paints which is not set out herein.

2.4. Where any claim arises during the Quality Guarantee Period, the Quality Guarantee Period will not start afresh after settlement of the claim but will continue for the duration of the original remaining Quality Guarantee Period.

2.5. Any claim made in terms of this Quality Guarantee shall be made within 30 (thirty) days of the consumer discovering any Product Failure or Defect which gives rise to a claim. **The consumer shall provide the original till slip or receipt as proof of purchase. The original till slip or receipt must be legible.**

2.6. The consumer shall forthwith notify NEO Paints of the claim providing full details thereof and shall set out the basis why NEO Paints is liable in terms of the Quality Guarantee. NEO Paints shall be entitled to inspect the alleged Product Failure or Defect, 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 and/or testing, the consumer shall not be entitled to perform any repairs to or remove or tamper with any part of the coating. The consumer shall provide such further information as NEO Paints may require, including but not limited to details of environmental factors, inspection and repair records.

2.7. After the Quality Guarantee Period, NEO Paints no longer guarantees the Product.

2.8. The Quality Guarantee shall only be applicable where:

2.8.1. Application Work has been done in accordance with the instructions provided for the particular Product with regard to preparation and application (instructions are available on pack and <http://www.neopaints.com>). "Application Work" shall include all essential elements of best painting practice and surface preparation prior to application of the coating, as well as the process of application (details available on the pack and <http://www.neopaints.com>).

2.8.2. The consumer has followed the recommended surface preparation and used only the recommended NEO Paints products for the surface preparation prior to the painting of the surface (instructions are available on pack and <http://www.neopaints.com>).

2.8.3. The consumer has used the entire paint system recommended by NEO Paints. This means the use of recommended primers, undercoats, and finishing coats as per NEO Paints product literature or instructions, and/or as per the summarised version that appears on packaging. In the case of uncertainty with regards to application

2.9. NEO Paints is not liable for and the Quality Guarantee specifically excludes all Product Failures or Defects that result from:

2.9.1. causes beyond the control of NEO Paints including without limitation welding or other heating, mechanical damage, hydrostatic pressure, electrical or electrolyte damage, incorrect cleaning or incorrect use, neglect, explosion, radiation, environmental pollution, vandalism, fire, flood, windstorm, other adverse weather or Acts of God or other accidents or other malicious damage, or the use of any product not manufactured by NEO Paints;
2.9.2. the use of the product on boundary walls, garden walls, and all freestanding structures;

2.9.3. the failure of any areas because of confined space, access, design or configuration of the substrate painted in either preparation or coating, including but not limited to damage from ladders and ladder platforms, handrails, rivets and contact surfaces of any kind;

2.9.4. the deterioration of any metal as a result of any form of electrochemical action (rusting);

2.9.5. damage to the coating arising from deterioration or movement of the substrate caused by any other substrate or condition including, but not limited to structural cracks, plaster cracks, rising dampness, moisture ingress, or dampness as a result of earth-retention; or

2.9.6. consumers failure to comply with any provision hereof or any instructions or product literature published by NEO Paints or given to the consumer by or on behalf of NEO Paints concerning the Product including without limitation failure to perform surface preparation and pre-treatment for, and application of, Product strictly in accordance with such instructions or product literature.

2.10. NEO Paints does not guarantee the workmanship or conduct of the consumer or any third-party contractor or applicator, and NEO Paints will not be responsible for damages to or failure or defect of the Product resulting, directly or indirectly, from faulty workmanship, application (including surface preparation), or maintenance of the Product by the consumer, or any third-party contractor or applicator, or any other person or entity. Any repair or attempted repair by the consumer or its agents or representatives or any third party will render the Quality Guarantee void, unless such repair is carried out in accordance with NEO Paints' instructions.

3. Liability

3.1. The consumer's sole cause of action against NEO Paints for any Product Failure or Defect will be a claim for breach of the Quality Guarantee. In the event of such breach, NEO Paints

shall, subject to clause 3.2, at its option and expense, replace or if the Product cannot be replaced issue an alternative product for the Product found to be in breach of the Quality Guarantee. This remedy will be the consumer's exclusive remedy for breach of the Quality Guarantee.

3.2. The liability of NEO Paints shall reduce over the Quality Guarantee Period according to the following scale:

3.3. The consumer shall be liable for the balance of the PRODUCT REPLACEMENT VALUE, which is not covered by NEO Paints.

3.4. Any Product replacement will be subject to the following:

3.4.1. Rounding off to the nearest pack size available; and

3.4.2. **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.**

3.5. NEO Paints shall not be liable for any indirect or consequential loss or damages.

3.6. Consumer agrees that it cannot obtain any compensation and/or damages for Product Failure or Defect after the expiration of the Quality Guarantee Period.

3.7. NEO Paints shall use its best endeavours to ensure that products required for repairs are available as soon as practical and will not be liable for any delay in the availability thereof.

4. General

These Terms and Conditions will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting these Terms and Conditions. Headings are for reference purposes only and shall not be used in the interpretation hereof unless the contents clearly state otherwise.