

Dulux Assurance Pakistan – Terms and Conditions

1. The Dulux Assurance (the “Assurance”) enables a customer who has purchased Dulux Weathershield Powerflexx, Dulux Weathershield , Dulux Ambiance Velvet Touch (All Sheen Levels), Dulux Easy Care, Dulux Pentalite Classic (“Selected Products”) to claim for replacement of the Selected Products in accordance with these Terms and Conditions/Compensation in the event that the Selected Product did not deliver the colour, coverage and finish as described under clause 3 below.
2. Assurance is applicable on Selected Products (i) invoiced on or after 1st November 2021 and (ii) used for paint application sites situated in Pakistan only.
3. Description of Assurance on Colour, Coverage & Finish
 - (a) Colour: In the unlikely event that the colour looks different when it is on the wall than the collaterals* available in market, it will be replaced under Dulux Assurance. (*Collaterals would mean latest Shade cards, Fan decks issued from 2020 onward available in market from AkzoNobel Pakistan). Minor variation from such collateral due to issue with surface preparation is not covered.
 - (b) Coverage: You can be confident in the covering power of our paints. Our paint will give the coverage stated in our product information. Coverage depends on substrate conditions, application tool and dilution ratio. And some specific colours may need more than 3 coats to achieve good opacity.
 - (c) Finish: When you paint a wall, you want a good finish. Our paints will give you an even uniform finish without patchiness.
4. The Assurance is only available to private individuals who are residents of Pakistan. The Assurance is not available to employees of the AkzoNobel group of companies, their agents, distributors, wholesalers, resellers or retailers. Resellers, retailers and contractors/painters may not submit claims on behalf of their customers.
5. The applicability of description of Assurance commences after the painting job has been completed and the paint has dried completely.
6. The Assurance covers the replacement of the Selected Product as per the material consumption on the affected area only. Compensation excludes any claim for labour or other costs in respect of the original or replacement product. For further redressal of any product quality issue, normal complaints procedure is available as a recourse.
7. Cumulative maximum redemption quantity of material for issues in color, coverage or finish shall be capped for a site to 32 liters of the Selected Product each for interior and exterior surfaces with the same color (as applicable) or the quantity calculated under para #5 above or the quantity of Selected Product actually bought by the customer , whichever is lower, under this Dulux Assurance program. For further redressal of any product quality issue, normal complaints

procedure is available as a recourse. Redemption excludes any claim for labour or other costs in respect of the original or replacement product.

8. The Selected Product must have been applied on properly prepared surfaces/application and in accordance with the manufacturer's instructions (in packaging) to avail Dulux Assurance benefits.
9. Claims must be submitted by contacting AkzoNobel in one of the following ways:
 - a) Visit <https://www.dulux.com.pk/> and follow instructions
 - b) WhatsApp 0300-01DULUX (38589)
 - c) Visit Facebook page of Dulux Pakistan i.e. <https://www.facebook.com/duluxpakistan>
10. Claims must be submitted no later than 3 months after the purchase of the Selected Product (s).
11. The following would be the mandatory documents / information required for a valid claim:
 - a) A clear copy of retailer invoice or receipt showing the details of the Selected Product(s) that were purchased, the date of the purchase and the price paid for the Selected Product(s)
 - b) A clear filled in copy of Dulux Assurance Card to be asked for at the time of purchase
 - c) At least 3 pictures in the following prescribed format clearly depicting the issue:
 - i. One Long shot (10 ft distance or more)
 - ii. One close shot (3-5 ft distance)
 - iii. One at any other angle that helps in showing the issue in a clear way
12. To complete the claim submission, further following details will be needed:
 - a) Complete site address where the issue is being faced
 - b) Customer name, email ID & contact number for communication purposes
 - c) Details of the dealer/store from where the purchase made, including Dealer/store Name, Date of Purchase and Address
 - d) Details of the problem being faced, including details of the Selected Product applied such as brand name, shade name, quantity purchased and area of the affected surface
13. After the claim is registered with following the above procedure and all required details, it would take up to 7 working days to resolve a valid claim. During this time, a representative may be sent to assess the painted area in question to verify that the claim is based on a bona fide purchase of a Selected Product(s) and to ensure that the Selected Product(s) and its application meets the conditions required for the Assurance to apply. In case of incomplete details provided, we would not be able to resolve the claim.

14. Notwithstanding anything above, we accept no responsibility for claims that are incomplete, invalid, illegible, or delayed. In such cases AkzoNobel will be constrained to close the customer request/claim if incomplete, ineligible or inaccurate.
15. Upon establishing the defect and validation of the claim by AkzoNobel, the compensation voucher will be redeemed from the same dealer/store where it was originally bought from within 7 working days from the date of confirmation. It will be responsibility of the customer to arrange for logistics, at its cost, for the replaced product from the dealer/store to the relevant site.
16. We reserve the right to reject a claim if we have reason to believe that there is misrepresentation, or the claim is fraudulent, or is in violation of any of these Terms and Conditions ("T&Cs").
17. Notwithstanding anything above, we accept no responsibility for claims that are incomplete, invalid, illegible, or delayed and in such cases the time period of 7 working days as mentioned above in para 10 & 11 will not apply.
18. No third party or joint submissions shall be accepted.
19. The Assurance does not cover problems that were caused due to reasons outside of our control (for example, an issue with the substrate) or where the Selected Product was applied on surfaces which were not properly prepared or usage of the entire paint system (including Sealer and Putty) was not as per the standard application guidelines as recommended by AkzoNobel in Product Data Sheet and/or on the product.
20. The Assurance shall be limited only to the extent of providing the Selected Product(s) to the extent of defect can be established. AkzoNobel shall not be responsible for any other material, product, or expenses of any nature.
21. Claims not made in accordance with these T&Cs will be deemed invalid. If a claim is refused because the terms of the Assurance have not been met, AkzoNobel's decision shall be final and binding.
22. If any provision in these Terms and Conditions ("T&Cs") is found to be invalid, unlawful or unenforceable in any court or competent authority, the provision shall be deemed not to be part of the T&Cs and it shall not affect the enforceability of the rest of the provisions of the T&Cs.
23. We reserve the right to withdraw, amend or terminate the Assurance without notice. All claims made in accordance with these T&Cs and made prior to the Assurance being withdrawn, amended, or terminated will still be honored.
24. No cash or alternative to the compensation shall be provided.
25. In any case, AkzoNobel shall not be liable for:

- a) Any conditions, warranties or other terms which are not included in the Assurance or these T&Cs.
- b) Any indirect or consequential loss, damage or costs incurred by any customer in connection with the Selected Product or this Assurance, or the cost of any labour for the application of the Selected Product.
- c) Any claim arising out of improper surface preparation, and/or improper application including but not limited to:
 - i. Not enough paint is applied, or the paint is applied unevenly, causing inconsistency in the film build and appearance.
 - ii. Higher dilution of the paint.
 - iii. Topcoat is applied directly on the spot putty without a primer.
 - iv. Painting over a highly alkaline surface.
 - v. Undulations in the surface.
 - vi. Putty is not fully dry before application of the paint.
 - vii. Putty is applied uniformly or not from AkzoNobel
- d) Any Claim where the surface has been contaminated such as by excessive accumulation of atmospheric chemical particles or atmospheric dirt, not properly prepared, or not properly dried before application of the Selected Products.
- e) Any Claim, if the application of the Selected Product fails due to structural defects, high alkalinity, water leakage and seepage within the building structure, continuous dampness of the surface, issues arising due after penetration due to capillary rise from the ground level, moss and other vegetable growth, dripping water due to proximity to air-conditioning units/any other sources of water or staining due to plant pots.
- f) Any Claim where the application of the Selected Product is affected by an Act of God, such as, natural calamities, earthquakes, cyclones, floods etc.
- g) Any Claim where the application of the Selected Product fails due to defects in the structure or previous coating applied before the application of the Selected Product or failure of base coat/putty surface.
- h) Any act of vandalism, abuse, or negligence by the customer or third parties shall invalidate the Claim.
- i) Any Claim, if the Selected Product is affected by use of incorrect bases, improper recipe, tinting formula, or colors, during tinting not conducted by retailer.
- j) Any act of omission or commission or negligence, bad or poor workmanship on the part of the contractor, or painter or their sub-contractors, servants, representative or agents, that causes the Selected Product(s) to be defective by any means.
- k) Any Claims where under normal conditions in coastal areas fading and chalking occurs with paint products, even though durable and resistant color pigments are used in the manufacturing of the product. Within normal limits this will not be considered a valid Claim under Assurance.

26. Any exclusions under T&Cs does not exclude or restrict AkzoNobel's liability for death or personal injury resulting from the negligence of AkzoNobel, or its employees or agents or anything else that the law says we cannot exclude.

27. The Assurance does not affect any of your applicable statutory rights.
28. Please retain these T&Cs for future reference.
29. The Assurance is governed by the laws of Pakistan and is subject to the exclusive jurisdiction of the Courts of Pakistan.
30. The reference to “We” or “AkzoNobel” under these T&Cs shall mean AkzoNobel Pakistan
31. AkzoNobel, or AkzoNobel logos such as that of Dulux, ICI Roundel, Flourish, Let's Colour, distinctive colour names and liveries are trademarks of the AkzoNobel group ©AkzoNobel 2018.
32. The customer support telephone number is: 0800 DULUX (38589)