



# Welcome

Berger royale Luxury Interior Emulsion is a pure acrylic, low VOC, specially formulated with Advanced Dura-Tuf Technology for superior stain resistance. Berger royale dries in 15 minutes to a smooth finish; comes in silk and semi-gloss sheen and is available in thousands of colours through the Berger Colour World Advanced Tinting System.

Royale is a world class high performance paint that offers a 5-year performance warranty. A first of its kind in the interiors category, the warranty covers product performance against fading, flaking and peeling.





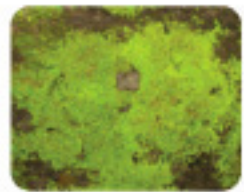


# When beauty turns dirty

Black spots during the rainy season is one the most common problems encountered by houses all over the country. These are a result of algal growth.

## But what exactly are algae?

Algae are a form of basic vegetative plant life. They thrive on the nutrients that get accumulated on the painted surface.

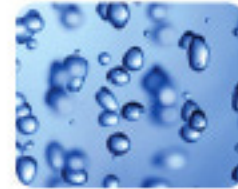


## How do you identify algae?

Algae are often seen as green, yellowish-green or black spots that subsequently spread over the wall surface in the form of a film. They appear like gray or black patches (after drying).

## What are the factors that cause algae formation?

A number of factors cause the growth of algae on exterior wall surface:



**Rainfall** - The few months of the rainy season exposes the exterior walls to moisture. This moisture becomes the prime cause of algae.



**Vegetation** - Overhanging tree branches, creepers and grass close to the house is another cause of algae.



**Humidity & temperature conditions** - High humidity and temperature conditions aid algae formation.



**Age and type of construction of the surface** - the older the construction, the greater the chances of it being attacked by algae. Similarly, if the construction has rough edges and/or lots of horizontal surfaces, it is more susceptible to algae formation.



**Dust** - The dust that settles on your walls retains moisture and encourages algae formation.





### **Can algae cause any damage?**

Yes, algae can cause damage to your walls if not adequately protected.

#### **The damage is two fold:**

1. Algae form dark patches and black spots that spoil the beauty of your home.
2. Some algae, along with the surrounding vegetation, trap water and prevent it from drying. This can cause severe damage to the painted wall surface and also to the main structure.





## Extent of Warranty:

### THE WARRANTY SHALL APPLY WHERE:

- a) The total purchase of Royale Aspira exceeds 40 litres for usage on a particular site.
- b) For sites where the quantity of Royale Aspira usage exceeds 150 litres, the Warranty is applicable, subject to satisfactory pre-inspection of the interior surface to be painted by the Company's representative.
- c) The Company will provide replacement paint and labour for re-application of coating, as may be necessary to set right the Paint Failure in the affected portion only in accordance with Liability as indicated in the 'Liability' section.
- d) Throughout this Warranty the words "Paint Failure" shall mean any of the following occurring, subject to the other conditions laid under this Warranty:
  1. Flaking or peeling of the paint Royale Aspira, caused by one coat of paint Royale Aspira coming off from another or the paint Royale Aspira film coming off from the substrate.
  2. Shade fading.
  3. Growth of fungus on wall surfaces (Black fungus spots at least

spread over a minimum area of 10 sq. feet).

#### **COMMENCEMENT AND DURATION**

a) This Warranty shall commence on the date (“the Commencement Date”) that the consumer telephonically lodges his Warranty with the Company by contacting 1800-209-5678 and furnishing all the purchase and personal details requested by the Company. In order for this Warranty to be valid, the registration needs to be done within 15 (Fifteen) days of the purchase date of Royale Aspira.

b) The Company at its own discretion may appoint a person to inspect and validate the application of the Royale Aspira as per the directions specified.

c) The Warranty shall be for a period of Five (5) years from the Commencement Date on all performance parameters mentioned earlier in the conditions.

d) Where any claim arises during the Warranty period, the period will not start afresh after settlement of the claim.

#### **APPLICATION**

THIS WARRANTY SHALL ONLY BE APPLICABLE WHERE:

a) Royale Aspira has been used on interior masonry wall surfaces only.

b) The customer has used the entire paint system recommended by the company as given in the directions for use section. For all surfaces post the surface preparation, a self priming coat of Royale Aspira at 100% dilution should be used as under coat followed by 2-3 top-coats of Royale Aspira. Final coverage obtained post the correct usage should be between 100-120 sqft/ltr.

#### **LIABILITY**

a) The Company’s liability will reduce over the warranty period according to the following scale:

1. In the first 12 months fter Commencement Date 100% of Replacement cost
2. From month 13 to month 24 after Commencement Date–80% of replacement cost
3. From month 25 to month 36 after Commencement Date–60% of replacement cost
4. From month 37 to month 48 after Commencement Date–40% of replacement cost



5. From month 49 to month 60 after Commencement Date—20% of replacement cost

b) The replacement cost shall be the cost of the paint Royale Aspira and labour only required to set right the area of paint failure, at the time of the lodgment of claim. The labour rate will be determined by the Company and it will be a reflection of current prevailing market labour rates and the same will not be disputed by the Customer, at any point of time. The labour rate may be determined on the basis of a per sq.ft. rate or on a daily wages rate. The Customer will be liable for the balance costs, which are not Company's obligations, as indicated above. The maximum liability of APL if any, shall never exceed the limits as set out in a) and b) above.

c) The Company will not be liable for any indirect or consequential loss or damages to the Customer. The Customer's exclusive and sole remedy under this Warranty shall be as mentioned here in this clause.

#### EXCLUSIONS

The Warranty will cover only manufacturing defects of Royale Aspira and will not cover any defects arising out of factors out of control of the Company, including but not limited to:

- a) Paint failures due to structural defects and damage of film due to high abrasion of the surface with furniture, nails or other sharp objects.
- b) High alkalinity, water leakage and seepage within the building structure and continuous dampness of the surface.
- c) Paint applied on a surface which is contaminated, improper painting system followed or inadequate curing time for the paint film to dry.
- d) Usage of improper shade recipes or incorrect bases for tinting colours.
- e) Natural calamities such as earthquakes, cyclones.
- f) Failure or defects in the structure or previous coating.
- g) Vandalism.
- h) Acts of God.
- i) Abuse or negligence by the Customer.
- j) Causes other than defects in Royale Aspira.
- k) Normal wear and tear.



l) Any act or omission on the part of the Contractor/Painter causing Royale Aspira or the application of Royale Aspira to be defective by any means.

#### CLAIMS AND REPAIRS

a) Any claim made in terms of this Warranty shall be made within 30 days of the consumer discovering any defect, damage or failure which gives rise to a claim.

b) The consumer shall forthwith notify the Company of the claim providing full details thereof, and shall set out the basis on which it believes that the Company is liable in terms of the Warranty. The Company reserves the right to carry out inspections of the paint Royale Aspira's application process, in which Royale Aspira 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 customer shall not be entitled to perform any repairs to or remove or tamper with any part of the paint, Royale Aspira.

c) The Company shall use its best endeavours to ensure that the paint required for repairs is available as soon as possible at the place where the repairs are to be carried out, but does not assume liability for delay in this respect.

d) The Company, in its sole discretion shall be entitled to:

1. Control/monitor re-painting which is to be carried out in accordance with all its specifications and instructions; and
2. Appoint a contractor and/or approve the contractor appointed by the Customer.

e) This Warranty disclaims any liabilities, contracts, tort or otherwise including negligence and strict liability and the Company makes no warranty or merchantability or of fitness for any particular purpose whatsoever for Royale Aspira. There are no warranties expressed or implied under law, which extend beyond the warranty set out herein.

f) If any dispute arises between the Company and the Customer, in respect of the above Warranty, neither shall commence any court or arbitration proceedings relating to the dispute, unless they have first complied through mediation.

g) In case of any disputes, the same is subject to exclusive Jurisdiction of the courts of Barbados.

h) The facts and all matters concerning any dispute will be kept confidential by both the Customer and the Company at all times.







