

BERGER Weather proof



Ultra

Welcome

Thank you for choosing **Berger WeatherProof Ultra**: a tough exterior paint for extended durability. **Berger WeatherProof Ultra** is specially formulated to protect exterior surfaces against even the harshest weather conditions. **Covered by a seven (7) year warranty** **WeatherProof Ultra** will protect your exterior walls from dirty, dark patches commonly found with the growth of algae and fungi. This formulation combines the latest technology in premium resins and emulsions designed to resist against peeling and cracking, providing for a more resilient, protective film to retain colour longer. Its advanced **Low-Dirt Pick-Up Resistant formula (DPUR)** makes **Berger WeatherProof Ultra** a durable and washable surface.



When Beauty Turns Dirty

Black spots appearing on exterior surfaces during the rainy season are one of the most common problems encountered by houses in tropical conditions and are a result of algal growth.

But what exactly are algae?

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

How to 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 surfaces:



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 growing on or near the house can also cause algae.



Humidity & temperature conditions - High humidity and temperature conditions aid algal 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 algal formation.



Dust - The dust that settles on walls retains moisture and encourages algal formation.

Can algae cause any damage?



Yes, algae can cause damage to 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 Warranty Card is stamped by the dealer where the purchase was made.
- b. For sites where the quantity of Weatherproof Ultra usage exceeds 25 gallons/95 litres, the Warranty is applicable, subject to satisfactory pre-inspection of the exterior surface to be painted by the Company's representative.
- c. The Warranty is not applicable to the labour cost incurred for any kind of replacement or damage.
- d. Throughout this Warranty the words "Paint Failure" shall mean any of the following occurring, subject to the other conditions laid under this Warranty:-
 - i. Film integrity, flaking and peeling of the paint WeatherProof Ultra, caused by one coat of paint Weatherproof Ultra coming off from another or the paint WeatherProof Ultra film coming off from the substrate.
 - ii. Growth of fungus or algae on wall surfaces (at least spread over a minimum area of 10 sq. feet).
- e. Warranty shall be applicable only on recommended colours. Kindly refer to the dealer for guidelines.

COMMENCEMENT AND DURATION

a) This Warranty shall commence on the date (“the Commencement Date”) the consumer receives the warranty card stamped by the dealer.

In order for this Warranty to be valid, the warranty card must be stamped within seven (7) days of the purchase date of WeatherProof Ultra.

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

c) The Warranty shall be for a period of seven (7) 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

a. Only on properly prepared exterior masonry surface walls

LIABILITY:

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

- In the first 12 months after Commencement Date - 100% of replacement cost
- From month 13 to month 24 after Commencement Date - 80% of replacement cost
- From month 25 to month 36 after Commencement Date - 60% of replacement cost
- From month 37 to month 48 after Commencement Date - 35% of replacement cost
- From month 49 to month 84 after Commencement Date - 20% of replacement cost

b. The warranty will cover only the applied surface areas and the cost of labour for replacement or any other purposes is excluded.

EXCLUSIONS:

a. The Warranty will be void in the following events:

- 1) Intermittent dripping of water due to proximity of vegetation or air-conditioning units or any other sources of water leakage like plant pots.
- 2) Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
- 3) Growth of algae or fungus on surfaces other than masonry walls.

b. The Warranty will cover only manufacturing defects of Weatherproof Ultra and will not cover any defects arising out of factors beyond the control of the Company, including but not limited to:

- 1) Paint failures due to structural defects, moss and other vegetative growth; excessive bird droppings/spitting, water leakage and seepage within the building structure and continuous dampness of the surface; staining due to plant pots.
- 2) Natural calamities such as earthquakes, cyclones
- 3) Failure or defects in the structure or previous coating

- 4) Vandalism
- 5) Acts of God
- 6) Abuse or negligence by the Customer
- 7) Causes other than defects in the Weatherproof Ultra
- 8) Improper surface preparation
- 9) Paint applied to a contaminated surface and wet surface
- 10) Normal wear and tear
- 11) Any act or omission on the part of the Contractor/Painter causing the Weatherproof Ultra or the application of Weatherproof Ultra to be defective by any means.

c. While the most durable and fade resistant colour pigments are used in the manufacture of Weatherproof Ultra, experience has proven, that, particularly in coastal areas, fading and chalking do occur with all paint products. Within normal limits this is not considered as a failure of Weatherproof Ultra.

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 Weatherproof Ultra's application process, in which the Weatherproof Ultra 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 inspections or testing, the customer shall not be entitled to perform any repairs to or remove or tamper with any part of the paint, Weatherproof Ultra. Evidence of tampering with Berger WeatherProof Ultra will render this warranty null and void.

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 any liability for delay in this respect.

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

1) Control/monitor re-painting which is to be carried out in accordance with all its specifications and instructions.

2) Appoint a contractor and/or approve the contractor appointed by the Customer.

MISCELLANEOUS:

a. 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 Weatherproof Ultra. There are no warranties expressed or implied under law, which extend beyond the warranty set out herein.

b. 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.

c. In case of any disputes, the same is subject to exclusive Jurisdiction of the courts in the country of purchase.

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



**Long term Anti-fungal
Anti-algal shield**



Tough & Durable



Environmentally Friendly





For Lasting Beauty and Protection

Colour World
Endless Possibilities In Colour

Berger Paints Barbados Ltd

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P O Box 218, Bridgetown, Barbados
Fax: + 1-246-228-0866

Berger Paints Jamaica Ltd

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Fax: +1-876-923-5129

Berger Paints Trinidad Ltd

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Sea Lots, Ports of Spain, Trinidad.
Fax: +1-868-623-1682

www.bergeronline.com/caribbean

Dealer Stamp

Company Stamp

Customer Name

Signature

Date Of Purchase

Invoice #