

LIMITED WARRANTY AGREEMENT FOR HINDALCO EVERLAST

Hindalco Industries Limited ("**Company**") is committed to protect the interests of customer and provide quality roofing solutions. The Company is providing this limited warranty on the product(s) sold under its Everlast brand unless restricted to specific products in this warranty.

1. This warranty only applies to the product(s) purchased by the original purchaser/ customer from an authorized distributor / dealer/ retailer of the Company. This warranty is non-transferable and non-assignable.
2. This warranty is applicable only for roofing applications of the product(s) where the installation is at an incline of not more than 75 degrees from the vertical.
3. This warranty shall only be valid and binding for product(s) installed within the geographical territory of Kerala.
4. The Company may terminate this warranty at its sole discretion at any time without a written notice.

Warranty with respect to aluminium metal

5. Company provides a rust proof warranty for a period of 40 years on the aluminium metal, excluding the colour coating, from the date of purchase by the customer. For the purpose of this document, rust shall mean a reddish-brown substance that is formed on metals by the action of air and water.
6. The warranty shall not cover any product damaged during transportation from the dealer/ distributor to the customer or during improper storage or handling.
7. The warranty shall not cover damages caused during installation of the product.
8. Exclusion of Liability of the Company in certain cases:
 - a. Damage caused to the product due to acts of God, natural occurrences beyond the control of the Company including but not limited to earthquake, floods, fire, storm, cyclone, torrential rain, hailstorm, falling object, external force, explosions, riots, civil commotions, act of war, radiation, harmful gases & fumes, acid rains, chemicals or foreign substances in the atmosphere.
 - b. Products installed within 3 kms of the ocean or water body having saline content and installed above 900 meters from sea level.
 - c. Product stored/ installed in ways which exposes it to animals, animal wastes or decomposed materials.
 - d. Damage or corrosion caused by use of other materials/ metals used for supporting, covering, clamping, fastening, riveting etc.
 - e. Application of any foreign material/paint/lacquer/covering or any treatment over the product will result in exclusion from warranty.
 - f. Product which has suffered scratching/abrasion/impact by a hard object, has been misused, altered, modified, used in a manner not originally intended or stored contrary to instruction of the Company.
 - g. Surfaces of the installed product must be freely exposed to washing by rainfall and should be kept clean and free from all debris and water logging on the roof must be

avoided and the overlapping gap must be properly sealed to prevent the ingress of water.

- h. Presence of damp insulation or corrosive material in contact with or in close proximity to the product.
 - i. Product stored in an uninstalled form for a period exceeding 1 (one) month from the date of purchase of the product.
 - j. Once the product is installed at a particular location, any shifting, removal and reinstallation of the product will result in exclusion of warranty.
 - k. Deterioration in quality of the product due to direct/ indirect contact with chemical fumes before, during or after the installation by the customer.
 - l. Damage/ deterioration in quality of the product so purchased by the customer caused by use of improper fastener, improper structuring or base on which the product is placed, or improper installation of the product or use of inferior quality of fastening product, which are not recommended by the company. Recommended fasteners are Class 3/4 as per AS 4312: 2008 and fasteners are to be fixed on crest area and not on the valley area of the product. Fasteners are to be fixed at an angle of 90 degree to the coating surface.
 - m. Any deteriorations/damage caused to the product due to air contaminated with smoke from burning of wood or other matter, chemical fumes, industrial pollutants, fumes of deleterious gases, ammonia, chlorine, saltpetre, ash, cement dust, carbon black, salts or other substances or continuous high humidity.
 - n. Warranty would stand invalid if the product comes in contact with cement dust, wet or dry concrete or any abrasive materials before or after installation.
 - o. This warranty does not cover for the damages and difficulties caused due to condensation, as it is a natural phenomenon.
 - p. Only aluminium accessories are to be used to instal/ fix the product.
 - q. Claim arising due to misuse, wilful act or negligence of the customer.
9. The company reserves absolute right & discretion on deciding conditions & the type of environment which are best suited for installation of the product for maximum quality, and such decision shall be final and binding upon the customer. Any variation from such advice will result in exclusion of warranty.
10. Customer must clean the installed product every month, or when there is a deposit of any kind on the product. In the event the accessories used on the product such as fasteners and the like, or the structural bases such as truss, purlins and the like on which the product is placed have deteriorated in any way including but not limited to rusting or corrosion, the same shall be replaced by the customer and any damage on the product due to the deterioration of the accessories and the structural bases shall be excluded from warranty.
11. Any warranty certificate issued by a non-authorised dealer/ distributor shall be disentitled for warranty.
12. The installation and maintenance of the product shall be in accordance with the guidelines prescribed by the Company and provided along with this warranty, which is indicative and not exhaustive.

13. This limited warranty shall be valid only if it is duly signed, sealed and stamped by the authorized distributor/dealer of Hindalco Everlast with the date of purchase stamped on the certificate.

Warranty with respect to colour coating on aluminium metal

14. The surface coating warranty is applicable strictly for Everlast Super Durable paint.
15. Subject to normal wear and tear, the warranty in relation to the surface coating of the product to be free from defects in surface coating and workmanship is for a maximum period of 10 years from the date of purchase by the customer (Surface Warranty).
16. The surface coating will not flake, blister, crack or peel off when exposed to the normal weather conditions.
17. Any color changes of the surface coating will not be higher than 18AE for light color shades, 25AE for medium color shades & 28 AE for dark color shades, chalking will not be less than rating 2 when surfaces are equally exposed to the sun and elements. The determination of color differences to be done on cleaned coated surface from which external deposits and chalk have been removed.
18. Notwithstanding the aforesaid, the period of Surface Warranty becomes half of full warranty if the coated surface are exposed or installed in the area of 30 latitude from the equator.
19. In addition to the limitations set forth below, this Surface Warranty does not cover defects in coated surface resulting from: (i) exposure to temperatures exceeding 70 degree Celsius (158 degree Fahrenheit), (ii) not having been installed in a way as to avoid accumulation of water and/or harmful substances on the panel surfaces or edges, (iii) damage through any mechanical impact or exposure to emissions which differ from those in evidence at the time of shipment and which may be deemed harmful to commercial grade coil-coated surfaces, (iv) not having been exposed to normal weathering, or (v) defects in, on or about other materials causing damage to coated surface.
20. In addition to any other limitations set forth herein, this Surface Warranty is subject to normal atmospheric conditions excluding in particular, but not only, corrosive or aggressive atmospheres such as those contaminated with chemical fumes or salt spray, intermittent or continued submersion in water, any liquid or solid material or charges from strong winds with sands or other solid materials.
21. This Surface Warranty does not extend to or cover:
 - a. damages to the coating occasioned by moisture or other contamination detrimental to the coating because of improper storage prior to installation.
 - b. water damages due to condensation caused by improper packaging prior to installation.
 - c. damages caused by handling, shipping, processing, profiling, shearing, hand cutting, drilling, fabrication etc. or installation.
 - d. damages cause by scratching or abrading after installation.
 - e. any defect that may have occurred on coated surface having been caused by defects in other materials used for (i) supporting, covering, clamping, fastening,

- riveting, etc. of any sort and or (ii) contact of any incompatible material that includes lead, copper, bare steel, green or chemically treated timber, wet or dry concrete, soils, vegetable matter, any material which will inhibit normal exposure to the atmosphere.
- f. shade variations/illusions visible on single facade/roofing due to mixing of two or more different batches.
 - g. damages due to malicious mischief, vandalism, impact, misuse, abuse or negligence in cleaning or maintaining.
 - h. furthermore, any warranty is excluded for coated surface having been installed (i) where the installation is at an incline of more than 75 degree from the vertical; or (ii) in an atmosphere exposed to salt spray; or (iii) adjacent to manufacturing plants of the chemical or other industry emitting highly acidified or otherwise corrosive gases; or air contaminated with chemical fumes, industrial pollutants, fumes or deleterious gases, ammonia, chlorine, saltpeter, ash, cement dust, carbon dust or high continuous humidity (iv) product stored or installed in a way which allows contact with animal and or animal waste or its decomposed products; (v) any claim arising due to failure to remove debris and/or failure to provide free drainage of water including internal condensation from all surfaces of product; (vi) any claim arising due to misuse, wilful act or negligence and footage on erected sheeting / cladding. Furthermore, any warranty is excluded if the customer has given incomplete or false information.
 - i. coated surface not having been cleaned at least every quarter per year. The customer is required to document the professional processing, handling, maintenance and periodic cleaning in writing and to submit it to the dealer/ Company in case of any warranty claim. Coated metal must not be cleaned with abrasive or chemical cleaners.
 - j. non-uniform fading and color changes on the painted surfaces caused by uneven exposure of roofing, sidewalls or trim panels to sunlight and elements.
 - k. Product stored in uninstalled form for a period exceeding 6 months from the date of purchase.
 - l. cut edges and additionally made openings, tension bends, etc. during erection / installation.
22. This Surface Warranty does not apply to any damages or failure caused by any force majeure events including act of God, falling objects, external forces, explosions, fire, strike or riots, acts of war, radiation, civil commotions or any other occurrences beyond Company's control.
23. This Surface Warranty applies to Top color coated surface only and is not applicable for back coat (wherein the affected area is lesser than twenty percent of total area of the particular unit of the supplied coil) and installed at a given location and excludes areas at rivets, cracks, breakages, edges & grooved profile section & similar places.
24. The coated surface having been exposed to adverse weather conditions, presence of damp insulation or corrosive material in contact with or in close proximity to the product. Surface Warranty is not applicable if guard film is not removed at the time of installations.

Procedure to raise complaint:

25. In case of any damage to the products during transportation, customer shall at the time of unloading the products, immediately and not later than 7 (seven) days from the date of purchase inform the authorized dealer about the same. If a manufacturing/ coating defect is noted by the Customer before installation, it shall be immediately brought to the notice of the Company within a period of 7 (seven) days from the date of purchase. In such an event, the customer shall abate from installing the product until the defect is inspected and assessed by the Company.
26. Further, the Customer shall raise a complaint in writing to the authorized dealer/ Company from whom they had purchased the product within 24 hours of noticing the manufacturing defect on the product, or else the warranty stands expired.
27. In the event of a claim, the customer shall produce the original purchase receipt and duly stamped and signed warranty certificate, and in addition the customer shall demonstrate and satisfy the Company that the failure of the product was due to manufacturing defect.
28. The customer shall grant the Company the right to inspect the premises and the product in the event of any complaint raised by the customer. The Company may formulate an inspection report based on the finding in the premises that the product is installed and it shall be binding on the parties. Post inspection, if it is found that there is no manufacturing defect in the product, the expenses and charges towards the inspection of the product shall be borne by the customer.
29. In case any manufacturing defect is established, the Company shall either replace the product through the authorised dealer or reimburse the cost of the defective product to the customer. This is the sole recourse available to the customer and the Company shall not have any further or additional liability. Any repainted or replaced product shall be subject to this warranty only for the unexpired period applicable to the original product.
30. Company makes no other warranty, express or implied, including suitability for a particular purpose. Company shall not be liable for any special, indirect or consequential loss or damages including any claim for loss of profit or business.
31. In the event any part of this warranty certificate is held invalid or unenforceable, the remainder of this warranty certificate shall not be affected, and the remaining terms will continue in effect and be binding on the Company and the customer.