

WEATHERBOND PROTECTION PLAN

1.0 DEFINITIONS

“Buyers” means the home owner or the applicator who has purchased the Coating System from one of NPM’s registered sellers/agents;

“Coating System” means to consist of good surface preparation which means to clean off dust, dirt, and remove paint film. Use fungicidal wash (if fungus occurs), primer / sealer, and topcoat as supplied by NPM.

“Effective Date” means the date of which the Coating System was purchased by the Buyer as stated in the original receipt PROVIDED ALWAYS that the Buyer has registered to be eligible for the Weatherbond Protection Plan pursuant to Clause 3.1;

“NPM” means Nippon Paint (M) Sdn Bhd (Company No. 7516-H);

“Products” means the Weatherbond Advance, Weatherbond Flex, Weatherbond Solarelect and/or Weatherbond, Weatherbond Ultimate, Weatherbond Solarelect Extreme, Weatherbond Hi-Gloss, Weatherbond (Quartz) as the case may be;

“Weatherbond Protection Plan” means the protection plan provided by NPM with regards to the Coating Systems supplied by NPM to the Buyers against any Premature Paint Failures for a period of time as specified under Clause 2.0.

PRODUCT PROTECTION PERIOD

2.1 NPM herein shall provide the following periods for the Products in relation to Weatherbond Protection Plan:

PRODUCT	WEATHERBOND PROTECTION PLAN PERIOD
WEATHERBOND FLEX / SOLARELECT / ADVANCE	10 years from the Effective Date (as stated in the original receipt)
WEATHERBOND	7 years from the Effective Date (as stated in the original receipt)
WEATHERBOND ULTIMATE	15 years from the Effective Date (as stated in the original receipt)
WEATHERBOND SOLAREFLECT EXTREME	12 years from the Effective Date (as stated in the original receipt)
WEATHERBOND HI-GLOSS	12 years from the Effective Date (as stated in the original receipt)
WEATHERBOND (QUARTZ)	8 years from the Effective Date (as stated in the original receipt)

3.0 SCOPE OF PROTECTION

3.1 The Coating System for the home owner / applicator (hereinafter referred to as the "Buyers") shall be free from premature paint failure due to the following defects:

- (a) Peeling : A condition where the paint film peels away or detaches itself from the substrate.
- (b) Cracking : A condition where there are visible cracks within the paint film that is not caused from substrate or structural defects.
- (c) Fungus : A condition where there is growth of fungus within the paint film. This does not cover fungus growth caused from water seepage, high humidity, dirt accumulation, high moisture or constant dampness within the walls.

(Collectively referred to as “Premature Paint Failure”)

- 3.2 In order for the Buyers to be eligible for the Weatherbond Protection Plan, the Buyers shall register via www.nipponpaint.com.my/weatherbondprotection. Upon registration of

the same, the Weatherbond Protection Plan shall commence on the date of purchase of the Coating System as contained in the original receipt.

3.3 In the event of any Premature Paint Failure, NPM shall replace the paint Coating System provided always that such Premature Paint Failure is ascertained to be caused by default on the part of NPM in the supply of the Coating System.

3.4 The Weatherbond Protection Plan shall be void and shall not apply under the following circumstances ("Exclusion of the Weatherbond Protection Plan"):

- a) Damage of the coated surface caused by vandalism or by heavy impact, fire, natural calamities, 'Act of God' or any gradual degradation of the Coating System from natural weathering through effluxion of time including but not limited to even and gradual fading of colour.
- b) Deterioration of paint including but not limited to staining, efflorescence, fungus growth caused from constant dampness around and within the walls from air conditioning, high moisture retention caused from water ponding, seepage or defects of similar nature or inadequate or improper surface preparation.
- c) Defects caused from insufficient paint film thickness that does not adequately cover the substrate. Refer to the Coating System.
- d) Defects caused by improper application of the Coating System not in accordance to guidelines set by NPM.
- e) any other defects which is not caused by Premature Paint Failure due to any fault caused by the Buyer or any third party as determined by NPM's Technical Team.

4.0 ASSESSMENT REPORT

4.1 The Weatherbond protection plan claim should be made via the NPM's Customer Careline, email, Whatsapp or live chat between 9am to 5pm, Monday to Friday (except for public holidays)

Customer Careline: 1-800-88-2663

Email: customercare@nipponpaint.com.my

Whatsapp: +6012 220 8464

Live chat: www.nipponpaint.com.my

4.3 A technical team ("Technical Team") will be despatched to evaluate the nature of the claim as soon as practical after receipt of any claim by NPM. Upon the completion of their investigation of the claim where their findings indicate that the Premature Paint Failure was caused by Product defects and fall within the scope of the Weatherbond Protection Plan, NPM shall supply to the Buyer a new Coating System of the same or similar Products to make good of such Premature Paint Failure.

4.4 Should the Technical Team conclude that the Premature Paint Failure was caused by circumstances stated in the Exclusion clauses of the Weatherbond Protection Plan or other factors alien to the scope of Weatherbond Protection Plan, NPM will not be held responsible for the claim and therefore, the claim shall be deemed as not being valid. Any decision made by the Technical Team after due consideration of all aspects of the claim and investigation of the same shall be deemed final and binding.

4.5 Any or all claims on Premature Paint Failure must be received **and acknowledged** by NPM before the expiry of the Weatherbond Protection Plan period as stated under Clause 2.0 above.

5.0 CLAIMS

5.1 For avoidance of any doubt, NPM's maximum extent of liability shall be subject to a diminution of percentage (%) with a sliding scale in value for every twelve (12) month period from the Effective Date as follows:-

Year from Effective Date	Percentage of coverage from the defect areas for different product					
	5 years	8 years	10 years	12 years	12 years	15 years
	Q-Shield Extra	Weatherbond	Weatherbond Advance	Weatherbond SRC Extreme	Weatherbond Hi-Gloss	Weatherbond Ultimate
1 year	100%	100%	100%	100%	100%	100%
2 years	100%	100%	100%	100%	100%	100%
3 years	100%	100%	100%	100%	100%	100%
4 years	90%	100%	100%	100%	100%	100%
5 years	80%	100%	100%	100%	100%	100%
6 years	70%	90%	100%	100%	100%	100%
7 years		80%	90%	100%	100%	100%

- 5.2 Any other ancillary cost in relation to the Weatherbond protection plan including but not limited to any cost of clearance of the Premature Paint Failure site and labour cost in the application of the Coating System shall be borne by Buyers. NPM's liability under the Weatherbond Protection Plan shall be solely limited to the supply of a new Coating System of the same or similar standard as the original Coating System. Notwithstanding the above, the Buyer herein acknowledges, agrees and understand that the new Coating System on vibrant colours may vary slightly from the original colour.
- 5.3 Claim value for the Coating System must be equivalent or lower than the original receipt value.
- 5.4 For avoidance of any doubt, the Weatherbond Protection Plan period shall not be extended after any delivery of new Coating Systems made under a Weatherbond Protection Plan is completed.

6.0 MISCELLANEOUS CLAUSES

- 6.1 The rights under the Weatherbond Protection Plan shall not be assigned or transferred to any other party without the approval from NPM.
- 6.2 The rights under the Weatherbond Protection Plan shall be governed and construed in accordance to the laws of Malaysia.
- 6.3 Any failure of the Buyer to adhere to the processes and clauses of this documents shall result in the claim being barred.
- 6.4. NPM reserves the right to change the system or materials for another suitable material in the event that any if existing material or system is found to be obsolete or unavailable provided always that the new system or materials shall be of similar quality.
- 6.5 This protection plan is subject to the limitations and conditions described above and shall not be deemed to include any warranty of fitness whether expressed or implied, to the extent acceptable under any written laws which are hereby disclaimed and NPM shall have no liability except as specifically expressed herein.
- 6.6 In the event of any conflicts with regards to the terms and conditions contained in any material produced by NPM and the terms herein contained, the terms of this document shall prevail.
- 6.7 NPM reserves the rights to amend or change the terms of this Weatherbond Protection Plan at any time provided NPM provides the Buyer with written notice as to such amendments or changes.
- 6.8 The Buyer hereby acknowledges that by registering for the Weatherbond Protection Plan, the Buyer is hereby deemed to have read and accepted the terms and conditions herein contained pertaining to the Weatherbond Protection Plan.