

# SAMSON PAINTS

## Samson Paints Product Quality Guarantee

### Quality Control

Samson Paints is a proudly South African range that is made to ISO 9001:2015 Quality Management standards, and through our affiliation to SAPMA and Master Builders Association you can be guaranteed of the best quality. With our vast experience and a team of highly skilled and passionate experts, our innovation, knowledge and specialised expertise goes into producing paint products which not only improve the appearance but also the lifespan of your property.

For advice on any of the Samson product range and its application, call our Technical Department on +27 31 719 8840.

### Our Guarantees

Samson Products (Pty) Ltd offers a 10 year product quality guarantee on the following products:

- ***Samson Ultra Sheen***
- ***Samson Roof Coat***
- ***Samson Chill Roof***

Samson Products (Pty) Ltd offers a 7 year product quality guarantee on the following products:

- ***Samson Super Acrylic***
- ***Samson Bitulay***
- ***Samson Trade Acrylic Roof***

Samson Products (Pty) Ltd offers a 5 year product quality guarantee on the following products:

- ***Samson Hydrocryl***
- ***Samson Trade Hydrogard***

Samson Products (Pty) Ltd offers a 2 year product quality guarantee on the following products:

- ***Samson Acrylic PVA***

This guarantee applies in the event of Paint Failure - which is defined as the peeling of one coat of paint from another or from its surface, blistering, chalking, yellowing or fading – and is subject to the following terms and conditions.

Products tinted in-store – no guarantee applies:

# Terms and Conditions

## Application of the Guarantee

Samson Products (Pty) Ltd guarantee on Samson Paints applies when:

- All surface preparation and product application instructions for the Samson Paints product have been followed;
- The recommended Samson Paints surface preparation products have been used prior to painting;
- Conditions relating to the extent and duration of the guarantee have been adhered to;

## Extent and duration of the Guarantee

This guarantee applies when the price of the paint purchased does not exceed R10 000 (incl. VAT) in total. When the total price of the paint purchased exceeds R10 000 (incl. VAT), the user must contact the Samson Products Technical Helpline to arrange for a Samson Products representative to visit the site, evaluate the project and issue specific instructions before any work is carried out. Failing to do this, will void the guarantee.

The guarantee period begins from the date the user registers his or her guarantee via the Samson Products Technical Helpline, bearing in mind that:

- in the event of a claim, the guarantee is not renewed when the claim is settled (except in the case of a complete repaint);
- the guarantee only applies to genuine Samson Paints product that is purchased and applied in South Africa;
- if a change of ownership occurs, notice must be given by phoning the Samson Product Technical Helpline and providing details of the change of ownership. The guarantee is only transferable subject to the new owner accepting the terms and conditions. Its duration does not start again but continues for the balance of the guarantee period.

## Legal Responsibility

Samson Products pursues a policy for continual development and improvement and reserves the right to alter product specifications without prior notice.

Samson Products cannot be held liable for damage that arises from elements outside of Samson Products control. This includes and is not limited to:

- fair wear and tear from elements such as extreme weather, hail, dew, dust, grime, gaseous or particulate pollutants, acid rain, incorrect use or cleaning; exceptional fungal infestation; hydrostatic or electrolytic damage; welding or other forms of heating; fire, explosions or radiation; mechanical damage, collision or other accidents; vandalism, malicious damage or damage caused by industrial actions and the like; acts of God;
- the failure of Samson Paints product occurring in areas difficult to paint or prepare properly as a result of their features;
- indirect or consequential damage of any kind;
- damage resulting from any disturbance of the surface due to any other substance or conditions;
- Samson Paints product being applied in areas that are not recommended by Samson Paints such as:
  - Roof Coat being applied to flat roofs;
  - Any of the Acrylic Waterproofers being applied under tiles or in areas of long-term ponding;

Samson Products liability is also scaled according to the time that has passed between the registration of the guarantee and the date of the claim, as follows:

**10-year quality guarantee:**

First 12 months after registration	Total cost of product replacement
13 to 24 months after registration	88% of cost of product replacement
25 to 36 months after registration	76% of cost of product replacement
37 to 48 months after registration	64% of cost of product replacement
49 to 60 months after registration	52% of cost of product replacement
61 to 72 months after registration	40% of cost of product replacement
73 to 84 months after registration	30% of cost of product replacement
85 to 96 months after registration	22% of cost of product replacement
97 to 120 months after registration	14% of cost of product replacement

**7-year quality guarantee:**

First 12 months after registration	Total cost of product replacement
13 to 24 months after registration	80% of cost of product replacement
25 to 36 months after registration	65% of cost of product replacement
37 to 48 months after registration	50% of cost of product replacement
49 to 60 months after registration	35% of cost of product replacement
61 to 72 months after registration	20% of cost of product replacement
73 to 84 months after registration	10% of cost of product replacement

**5-year quality guarantee:**

First 12 months after registration	Total cost of product replacement
13 to 24 months after registration	70% of cost of product replacement
25 to 36 months after registration	55% of cost of product replacement
37 to 48 months after registration	40% of cost of product replacement
49 to 60 months after registration	25% of cost of product replacement

**2-year quality guarantee:**

First 6 months after registration	Total cost of product replacement
6 to 12 months after registration	76% of cost of product replacement
12 to 18 months after registration	64% of cost of product replacement
18 to 24 months after registration	52% of cost of product replacement

Replacement cost is the cost of the repair at the time of the claim. The user will be liable for any balance or costs not covered under the Samson Paints guarantee. Samson Products accepts no liability for delays in completing any repair work.

**Repairs under Guarantee**

In the event of a successful claim, Samson Products will provide replacement paint and labour for any re-coating necessary to repair Paint / Waterproofing Failure, on condition that:

- Claims are made within 30 days of Paint / Waterproofing Failure;
- The user supplies Samson Products with full details of what is wrong, as well as motivates why Samson Products should be held liable;
- A representative from Samson Products can inspect the site and conduct testing to determine the extent of the damage and liability;
- Samson Product, in its sole discretion shall be entitled to:
  - Control repair work which is to be carried out in accordance with all it's specifications and instructions; and
  - Appoint a contractor and / approve the contractor appointed by the consumer.
- Samson Products cannot be held responsible for any delays in the completion of the repair work.

## How to register your Guarantee

To register your guarantee, simply call the Samson Products offices on 031 719 8840 and supply the following details:

- Your contact details, including full name, ID number, telephone number, fax number, cell phone number, e-mail address, postal address, and the site address where the Samson Paints product is to be applied;
- The Samson Paints product colour used and the batch numbers (found on the barcode sticker on each can);
- The name of the store where the Samson Paints product was purchased;
- The date of the purchase and the amount paid (incl. VAT);
- Other Samson Paints products that are to be used as part of the surface preparation and their relevant batch numbers;
- The substrate or material on which the product will be used.

You will receive a Guarantee Reference Number that you should record and keep in a safe place, together with your purchase slip for future reference. This is very important as the user will need to quote this Guarantee Reference Number in the event of a claim.