

RHINOLUXE WARRANTY TERMS AND CONDITIONS

1. Parties

This Warranty terms and conditions are entered into between:

1.1 RHINOLUXE (PTY) LTD, Registration Number 2023/760715/07 (“**Rhinoluxe**”); and

1.2 “**The Purchaser**”, which for purposes of this Agreement shall mean the individual, entity, or organisation that purchases Rhinoluxe products covered by this warranty (“**Purchaser**”), including its employees, agents, subcontractors, officers, directors, and representatives generally.

2. Definitions and interpretation

2.1 In this Warranty, the following words shall bear the following meanings:

- 2.1.1 “**Applicator**” means the person mandated by the Purchaser to apply the Products;
- 2.1.2 “**CPA**” means the Consumer Protection Act 68 of 2008, as amended from time to time;
- 2.1.3 “**Paint Failure**” means the inability of the Products to perform in the intended manner or to the intended effect, caused by a material imperfection in the manufacture of the Products, when applied according to the Specifications, and which occurs within a period specified from the date of application. Paint Failure shall include chipping, flaking, peeling, blistering, or excessive discolouration or fading of the Products, as more fully described in clause 5.2.
- 2.1.4 “**Parties**” means the parties to this Warranty, being Rhinoluxe and the Purchaser;
- 2.1.5 “**Products**” means the products purchased by the Purchaser from Rhinoluxe, as listed in the Specifications;
- 2.1.6 “**Signature date**” means the date of signature of this Warranty by the Party signing last;
- 2.1.7 “**Specifications**” means the description of the Products and any other information required to be stated therein by Rhinoluxe, and instructions for their application by the Applicator, as set out in Annexure “**A**”, which shall be initialled by the Parties for identification and attached to this Warranty;

2.1.8 “**Surfaces**” means the substrate defined in the Rhinoluxe technical data sheet.

2.1.9 “**Warranty**” means the Warranty set out in this document and any annexures attached hereto; and

2.1.10 “**Warranty Certificate**” means the document issued by Rhinoluxe to the Purchaser in terms of clause 4.3

2.2 In this Warranty, unless inconsistent with or otherwise indicated by the context:

2.2.1 Words importing any particular gender include the other genders (i.e. the masculine, feminine and neuter genders, as the case may be); the singular includes the plural and vice versa; and natural persons including artificial persons and vice versa;

2.2.2 Any reference to the “**person**” shall include a reference to an individual, a firm, a body corporate, a trust, an unincorporated association, a government or a partnership and that person’s legal personal representatives and successors in title.

2.2.3 If any definition contains a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to that provision as if it were a substantive provision in the body of this Warranty, notwithstanding that it is only in a definition;

2.2.4 When any number of days is prescribed, the same shall be reckoned inclusively of the first and exclusively of the last day.

2.2.5 The rule of construction that the contract shall be interpreted against the Party responsible for the drafting of or preparation of this Warranty shall not apply; and

2.2.6 The use of the word “**including**” followed by a specific example(s) shall not be construed as limiting the general wording preceding it.

3. Extend of the Warranty

3.1 This Warranty is limited to cover the following Rhinoluxe paint products on a surface:

3.1.1 **10-Year Paint Film Warranty: Rhinoluxe Shield** - interior and exterior walls and roofs only, **Rhinoluxe Fiber Coat** - exterior walls and roofs only, and **Rhinoluxe Heat Reflect** - exterior roofs only.

3.2 The Warranty shall only be valid and apply where:

3.2.1 The total purchase price of the product/s does not exceed R100 000 (hundred thousand rands) exclusive of VAT, or

The total purchase price exceeds R100 000 (hundred thousand rand) exclusive of VAT with confirmed PO (purchase order), provided that, before the warranty applies, the consumer is required to contact Rhinoluxe at info@rhinoluxe.co.za for Rhinoluxe to inspect the site and issue specifications for the scope of work. Should the PO be cancelled for any reason, the consumer will be liable for any and all costs incurred by Rhinoluxe for the site inspection.

And;

- 3.2.2 The Purchaser has lodged confirmation of its Warranty with Rhinoluxe within 30 (thirty) days of completion of the application of the Products in accordance with clause 4.
- 3.2.3 The Warranty registration is limited to one application address per invoice. Multiple invoices and application addresses may be registered for separate warranties.
- 3.2.4 The Warranty shall apply only to the products purchased and applied within the Republic of South Africa. For international purchases, a separate warranty may be applicable with conditions to be determined by Rhinoluxe at the time of purchase.

4. Commencement and Duration

- 4.1 This Warranty shall commence on the date that the Purchaser enters their personal and purchase details on the Rhinoluxe website <https://www.rhinoluxe.co.za> stating the purchase date of the Product/s (“**Commencement Date**”) and submits proof of purchase per the terms and conditions. For this Warranty to be valid, proof of purchase must be submitted within 30 (thirty) days of the Product’s purchase date.
- 4.2 The Warranty shall be for a period as stated on the product and calculated from the Commencement Date (“**Warranty Period**”).
- 4.3 Rhinoluxe’s technical department will process the request. Rhinoluxe will issue the Warranty Certificate to the Purchaser only if all the required supporting documentation and evidence stipulated on the Rhinoluxe website are submitted and found to be accurate and correct.
- 4.4 This Warranty is not transferable.
- 4.5 Where any claim arises during the Warranty Period, the Warranty Period will not start anew after any repair or replacement is made under the warranty. However, it will continue for the duration of the original remaining Warranty Period.

5. Rhinoluxe Warranty

5.1 Subject to the terms and conditions of the Warranty, Rhinoluxe Warranty to the Purchaser that the product will perform in the intended manner and have the intended effect, as described in the product's technical data sheet, for the duration of the Warranty Period (defined below).

5.2 For the purposes of this warranty, "paint failure" means any of the following occurring:

- 5.2.1 Delamination of one coat of paint from another within a paint system specified by Rhinoluxe or formalised in Rhinoluxe's datasheet.
- 5.2.2 Cracking of the paint film in accordance with ISO 4628-4:2003 when applied according to Rhinoluxe's specification or technical datasheet.
- 5.2.3 Blistering of the paint film that is not in accordance with ISO 4628-2:2003 when applied according to Rhinoluxe's specification or technical data sheet.
- 5.2.4 Failure related to adhesion loss or inter-coat adhesion failure in accordance with ISO 4624:2008 and ISO 2409:2008 in case where Rhinoluxe products have been used for the full paint system as per the specification of the technical data sheet.
- 5.2.5 Chalking of the paint film that is not in accordance with ISO 4628-6:2007 when applied according to Rhinoluxe's specification or technical data sheet.
- 5.2.6 The Warranty allows for the uniform colour change of exterior colours over time, which is a natural occurrence with exterior coatings exposed to sunlight. The main constituent is the hue, which is maintained during the life of the coating. Failure due to colour denotes colour change that is not in accordance with a recognised industry standard. If you have any questions about whether a particular colour is suitable for exterior use, please contact Rhinoluxe for guidance.

6. Warranty terms

6.1 This Warranty shall only be valid and applicable where:

- 6.1.1 The Application work has been done in accordance with the specific instructions outlined in the Specifications or technical data sheet provided by Rhinoluxe for the particular product, including but not limited to surface preparation, application method, and curing time;
- 6.1.2 The Purchaser must follow the specific surface preparation instructions outlined in the Specifications or technical data sheet provided by Rhinoluxe for the particular product and use only the products specified for surface preparation by Rhinoluxe;
- 6.1.3 The Purchaser must use the entire paint system specified by Rhinoluxe, including primer, undercoat, and topcoat, and must follow the specific instructions provided for each component of the system in the Specifications or technical data sheet;
- 6.1.4 The product is used strictly for application as stated on the container, in the specifications, and the technical data sheet and specified in clause 3.1; and
- 6.1.5 The Purchaser must follow the instructions provided in the Specifications or technical data sheet wholly and precisely and must be able to provide evidence of having done so if requested by Rhinoluxe.

7. Claims

7.1 Any claims made in terms of this Warranty shall be made in writing as soon as the Purchaser becomes aware (or should have become aware) of the paint failure, but in any event within 30 (thirty) days of the Purchaser discovering any defect, damage or failure which give rise to a claim ("**Claim Notification**").

7.2 The Claim Notification shall include full details thereof and set out the basis on which the Purchaser believes Rhinoluxe is liable in terms of the Warranty. Rhinoluxe shall be entitled to inspect the alleged paint failure and products used by the Purchaser in which the coating is alleged to have failed and to perform any test in respect thereof and may do so either itself or by means of any person nominated by it. Before such inspection or testing, the Purchaser shall not be entitled to perform any repairs to or remove or tamper with any part of the paint failure, products or coating. Failure to comply with this requirement will render the Purchaser responsible for all costs and expenses incurred by Rhinoluxe in investigating the alleged paint failure and products used by the Purchaser.

- 7.3 Rhinoluxe shall carry out the inspection of the alleged paint failure and products used by the Purchaser in which the coating is alleged to have failed within 21 days of receiving the Claim Notification.
- 7.4 The Purchaser shall provide a copy of the Warranty Certificate and the original and legible till slip or receipt as proof of purchase.
- 7.5 The Purchaser shall provide further information as Rhinoluxe may require, including details of environmental factors and inspection and repair records.
- 7.6 The Purchaser, at its own expense, may be required by Rhinoluxe to return the defective products (if any) to Rhinoluxe's premises.

8. Liability

- 8.1 Subject to clause 8.2, Rhinoluxe shall remedy any paint failure that is determined to be a breach of this Warranty. A paint failure is defined as any significant defect that affects the appearance or performance of the paintwork, including peeling, flaking, cracking, or fading:
- 8.1.1 Rhinoluxe will provide replacement products for the re-application thereof, as may be necessary for the Purchaser to repair the paint failure in whole or in part; or
 - 8.1.2 If the product is found to be in breach of this Warranty and cannot be replaced, Rhinoluxe will provide an alternative product.
- 8.2 To the extent that Rhinoluxe elects to provide replacement products to repair the paint failure in accordance with clause 8.1.1, the Purchaser shall be liable for all costs and expenses incurred in the application thereof, including any fees charged by the Applicator and/or any related labour costs.
- 8.3 Notwithstanding anything to the contrary contained herein, the liability of Rhinoluxe shall reduce over the Warranty period according to the sliding scale below:
- 8.3.1 In the first 12 months after the commencement date: the full replacement cost
 - 8.3.2 from 2-3 years after commencement date: 60% of replacement cost
 - 8.3.3 from 4-6 years after commencement date: 40% of replacement cost
 - 8.3.4 from 7-8 years after commencement date: 20% of replacement cost
 - 8.3.5 from 9-10 years after commencement date: 10 % of replacement cost

8.3.6 The replacement cost shall be determined by Rhinoluxe and communicated to the Purchaser at the time of the Claim Notification.

8.3.7 The Purchaser shall be liable for the balance of the replacement costs, which are not covered by Rhinoluxe.

8.4 The replacement cost shall be the product's cost as of the date of the Claim Notification, which shall mean the cost of replacing the product with a product of similar quality and performance. The Purchaser shall be liable for the balance of the replacement costs, which are not covered by Rhinoluxe, as indicated in 8.2

8.5 Rhinoluxe shall not be liable to the Purchaser in any circumstances whatsoever for any indirect, special, contingent, or consequential loss (including but not limited to loss of profits, loss of business or loss of revenue) sustained or incurred by the Purchaser, howsoever arising, except for losses that are directly caused by Rhinoluxe's breach of contract. These limitations of liability shall apply regardless of the form of action, whether in contract, delict or otherwise, and whether the Purchaser has been advised of the possibility of such damages and/or losses occurring.

8.6 Notwithstanding anything to the contrary contained in this Warranty, Rhinoluxe's maximum aggregate liability for any loss, liability, damage or expense of whatever nature that may arise in respect of this Warranty or the products shall in no event exceed the total purchase price of the products to which the claim(s) relates.

8.7 Where any claim arises during the warranty period, the warranty period will not start afresh after the settlement of the claim. However, it will continue for the duration of the original remaining warranty period.

8.8 After the warranty period, Rhinoluxe no longer guarantees the product.

9. Exclusions

9.1 The Purchaser shall have no claim under this Warranty, and Rhinoluxe will not be liable for:

9.1.1 Damage to the product or coating arising from external causes outside Rhinoluxe's reasonable control, such as but not limited to welding or other heating, pollution (i.e. salt spray and acid rain), mechanical damage, incorrect cleaning methods with wrong cleaning detergents and equipment (i.e. excessive abrasion with abrasive pads), hydrostatic pressure, electrical or electrolyte damage, incorrect cleaning or incorrect use, neglect, fire, explosion, radiation, collision or other accident, acts of God, vandalism or other malicious damage, damage caused due to industrial action, and the like:

- 9.1.2 the failure of any product or coating on any areas which, because of their shape, characteristics or configuration, present special difficulties in application, preparation or coating, e.g. ladders and ladder platforms, handrails, rivets, and contact surfaces of any kind;
- 9.1.3 The use of non-Rhinoluxe products with the specified Rhinoluxe products;
- 9.1.4 The use of any non-Rhinoluxe products with the specified Rhinoluxe products;
- 9.1.5 Deterioration of any metal as a result of any form of electrochemical action;
- 9.1.6 Any indirect or consequential damages, losses and expenses such as but not limited to demurrage associated with coating repair work, loss of time, expenses due to the Purchaser's employees, agents, operators, or sub-contractors, loss of profits, and all claims by third parties against the Purchaser;
- 9.1.7 Damage to the product or coating arising from deterioration or movement of the substrate caused by any other substance or condition, including weathering or exposure to extreme temperatures; and/or
- 9.1.8 Failure due to quality assurance, including any defects or failures resulting from manufacturing or design flaws.
- 9.1.9 The use of the product on boundary walls, garden walls, and all freestanding structures, unless explicitly approved in writing by Rhinoluxe.
- 9.1.10 Rhinoluxe Warranty does not include damages, failure, or defect of the product resulting directly or indirectly from poor workmanship, application, or surface preparation by the consumer, Applicator, or any other person or entity.
- 9.1.11 Exterior colours undergoing uniform fading. The lightness of the colour will show a uniform change, but the main constituent, hue, will be maintained during the coating life. Some colours may not be suitable for exterior use and should only be used if explicitly approved in writing by Rhinoluxe.

10. Consumer Protection Act

10.1 This Warranty is not intended to override the provisions of the CPA, which shall at all times continue to govern the terms and conditions of any supply of products between Rhinoluxe and the Purchaser, who is an individual consumer or a juristic person with an asset value or annual turnover less than the threshold published from time to time by the Minister of Trade and Industry under section 6 of the CPA ("**Exempt Transaction**")

10.2 To the extent that there is any conflict between this Warrant5y and the provisions of the CPA in relation to an Exempt Transaction, the applicable provisions of the CPA will prevail.

10.3 All the provisions of the Warranty will be deemed qualified to the extent required to ensure compliance with the applicable provisions of the CPA in relation to an Exempt transaction. These terms and conditions must be interpreted and applied according.

Notwithstanding any other provision of the s Warranty, in relation to any Exempt Transaction, the Purchaser will have such rights and remedies as set out in the CPA, but only in accordance with the provisions of and time periods set out in the CPA.