

Turbo Paints 10-Year Guarantee: Terms & Conditions.

Turbo Paints CC henceforth known as ("Turbo Paints") assures consumers, as per these terms and conditions, that:

1. The guarantee offered shall be limited to the sum specified on the purchase slip in accordance with the terms and conditions outlined by Turbo Paints.

1.1 The guarantee covers these Turbo Paints paint products:

1.1.1 Turbo Paints Pure Acrylic – Low Sheen

1.1.2 Turbo Paints Silk

1.1.3 Turbo Paints -TurboGlo.

1.2 The guarantee applies if:

1.2.1 The consumer registers the guarantee within 30 days of the purchase via the Turbo Paints website, providing all necessary purchase, application and personal details.

1.3 The guarantee starts when the consumer registers their guarantee and lasts for 10 years from the registration date.

1.4 If a claim arises during the guarantee period, the period will not reset after the claim is settled unless a total repaint is required at Turbo Paints' discretion.

1.5 The guarantee applies only to products purchased and used within South Africa.

2. GUARANTEE TERMS:

2.1 The guarantee applies if:

2.1.1 The product was applied following the provided instructions.

2.1.2 The consumer adhered to the recommended surface preparation and used recommended products for surface preparation before painting.

2.1.3 The individual utilizing Turbo Paint Products is a Certified Painter, holding a minimum qualification of NQF Level 03 in the field of Construction Painting.

2.1.4 The product was used only for the intended applications.

3. THE TURBO PAINTS GUARANTEE:

Turbo Paints guarantees that the product will maintain its appearance and performance for the guaranteed period. It covers adhesion and inter-coat adhesion when Turbo Paints products have been used for the entire application. The guarantee acknowledges a colour change over time as per the Grey Scale Standard ISO 105-A02:1993. Blistering and chalking will not exceed the expected performance per ISO 4628-2:2003 and ISO 4628-6:2007. Indirect or consequential damages are not covered.

4. EXCLUSIONS:

4.1 Turbo Paints is not liable for:

4.1.1 Failures of previously coated (Old Paint) surfaces.

4.1.2 Damage arising from external causes beyond Turbo Paints' control.

4.1.3 Failure of coating on challenging areas due to shape, characteristics, or configuration.

4.1.4 Metal deterioration from electrochemical or chemical action.

4.1.5 Indirect or consequential damages, losses, and expenses.

4.1.6 Damage arising from deterioration or movement of the substrate caused by any other substance or condition.

4.1.7 Coating failure due to moisture in the substrate exceeding 5% on concrete using B4 Scale and 8% on cement plaster using B2 Scale.

5. LIABILITY:

5.1 Turbo Paints will supply the necessary materials to rectify the problem for free in case of a proven product failure. The guaranteed terms apply for the stated life expectancy from the completion date, subject to a pro-rata deduction based on the original contract price.

5.2 Pro-rata deduction is calculated as follows:

5.2.1 The 1st year is guaranteed at 100% of the original contract value. The remaining nine years will be deducted by 10% per annum on a reduced contract value to zero at the end of the 10th year.

6. GUARANTEE TRANSFERABLE:

6.1 Only the property owner can claim under this guarantee. However, the guarantee is transferable if the new owner accepts the terms and conditions, informs Turbo Paints of the change of ownership, and understands that the guarantee period doesn't reset but continues for the remaining period.

7. CLAIMS AND REPAIRS:

7.1 Any claims should be made within 30 days of discovering any defect, Damage, or Failure. The consumer must notify Turbo Paints of the claim, providing full details and the basis for Turbo Paints liability. Turbo Paints has the right to inspect the alleged paint failure and conduct tests. The consumer must not perform any repairs, remove, or tamper with any part of the coating until Turbo Paints has completed its inspection.

7.2 The consumer shall forthwith notify Turbo Paints of the claim providing full details thereof and shall set out the basis on which it believes that Turbo Paints is liable in terms of the guarantee.

Turbo Paints shall be entitled to inspect the alleged paint failure and perform any tests in respect thereof and may do so either by itself or by any person nominated by it.

Prior to such inspection or testing, the consumer shall not be entitled to perform any repairs or remove or tamper with any part of the coating.

7.3 The consumer shall provide any further information as Turbo Paints may require, including details of environmental factors, inspection, and repair records.

7.4 Turbo Paints shall use its best endeavours to ensure that products required for repairs are available as soon as practical at the place where the repairs are to be carried out but do not assume liability for delay in this respect.

7.5 Turbo Paints, in its sole discretion, shall be entitled to:

7.5.1 Control repair work which is to be carried out in accordance with all its specifications and instructions.

7.5.2 Appoint a contractor and/or approve the contractor appointed by the consumer.

7.6 Turbo Paints will provide a replacement product as may be necessary to repair the paint failure in accordance with clause 5.

8. APPLICATION OF LAWS:

This guarantee does not intend to limit Turbo Paints' liability or the customer's remedies in a way that contravenes any applicable law in South Africa, including the Consumer Protection Act 2008. If the CPA applies, the customer will have the rights and remedies outlined in the CPA per its provisions and time constraints.