

Malaysia

Dulux Promise (Assurance) – Terms and Conditions

1. The Dulux Promise (the “Promise”) enables a customer who has purchased Dulux Ambiance Pearl Glo, Dulux EasyClean, Dulux EasyClean Plus, Dulux Pentalite, Dulux Weathershield or Dulux Weathershield Powerflexx, Dulux Inspire Exterior, Dulux Inspire Interior Glow, Dulux Inspire Interior Matt, Dulux Inspire Interior Smooth Sheen (“Selected Products”), to claim for replacement of the Selected Products in accordance with these Terms and Conditions (“**Replacement**”), in the event that the Selected Product did not deliver the colour, coverage and uniform finish as described under para 3 below.

2. Promise is applicable on Selected Products (i) invoiced on or after 25 November 2021 and on or after 1st January 2023 (applicable to Dulux Inspire wall paint range) (ii) used for paint application sites situated in Malaysia only.

3. Description of Promise on Colour, Coverage & Finish

- a. **Colour:** In the unlikely event that the colour looks different when it is on the wall than the collaterals* available in market, it will be replaced under Promise. (*Collaterals mean fan decks, latest shade cards/colour cards issued from 2020 onwards that are available in market as provided by AkzoNobel Malaysia). Variation from such collateral due to difference in base material is not covered (Colour appears in different material or surface might visually look different). Variation could be also due to shape, size, lighting on a surface that can influence the appearance of a colour.
- b. **Coverage:** Our paint will give the coverage stated in our product label and product data sheet. Coverage depends on substrate conditions, application tool, dilution ratio and drying time. And some specific colours may need more than 2 coats to achieve good opacity.
- c. **Finish:** If the paint is applied on a well prepared and clean surface, and according to complete Dulux painting system as directed in our product label and product data sheet, once dry completely it should have an even uniform finish with no patchiness.

4. The applicability of description of Promise commences after the painting job has been completed and the paint has dried completely, provided that the Selected Product has been applied on properly prepared surfaces and in accordance with the manufacturer’s tips and instructions (including those on-pack, datasheet and colour label instructions).

5. The Promise is only available to private individuals who are residents of Malaysia. The Promise is not available to employees of the AkzoNobel group of companies, their agents, distributors, wholesalers, resellers or retailers. Resellers, retailers and contractors/painters may submit claims on behalf of their customers but must provide their customers’ information.

6. The Promise covers the replacement of the Selected Product only as per the material consumption on the affected area only (the material consumption shall be calculated by the stated product coverage norms on the Product Data Sheet published on the website). Compensation excludes labour or repainting cost or any other costs in respect to the original or replacement product.

7. Subject to para 6 above, maximum redemption quantity of material shall, in respect of a site, (i) be capped at 20 liters of the Selected Product each for interior and exterior surfaces with the same colour (as applicable); or (ii) the quantity calculated under para #6 above (i.e., material consumption calculated based on the stated product coverage); or (iii) the quantity of Selected Product actually bought by the customer, whichever is lower, under this Promise program. For further redressal of any product quality issue, normal complaints procedure is available as a recourse.

8. For the claim to be valid, the Selected Product must have been applied on properly prepared and clean surfaces and in accordance with the manufacturer's recommendations and instructions in product label (including product data sheets available on website <https://www.dulux.com.my/> or on request) in order for the customer to avail itself of Dulux Promise benefits.

9. All Promise claims must be submitted via Dulux Virtual Advisor application hosted on Dulux website Malaysia at <https://www.dulux.com.my/>. Instructions to be followed on the Dulux Promise landing page: The Virtual Advisor can be accessed via the different platforms below:

1. Dulux Website
2. Facebook Messenger
3. Whatsapp

10. Claims must be submitted no later than 1 month after the purchase of the Selected Product (s).

11. The following would be the mandatory documents / information required for a valid claim:

- a. A clear copy of your Tax invoice or receipt showing the details of the Selected Product(s) that were purchased, the dealer outlet where the Selected Product(s) were purchased, the date of the purchase and the price paid for the Selected Product(s).
- b. At least 3 pictures in the following prescribed format clearly depicting the issue:
 - i. One Long shot (10 ft distance or more);
 - ii. One close shot (3-5 ft distance); and
 - iii. At any other angle that helps in showing the issue in a clear way

12. In order to complete the claim submission, further following details will be needed:

- a. The country's state where paint applied, and issue is being faced. Site address with postal code where the issue is being faced is optional.
- b. Name, Email ID and contact number of the customer for communication purposes
- c. Details of the dealer/store from where the purchase made, including dealer/store Name, Date of Purchase and Address with postal code.
- d. Details of the problem faced, including details of the Selected Product applied such as brand name, quantity purchased and area of the affected surface.

13. After the claim is registered with following the above procedure and all required details, it would take up to a minimum of 5 working days for an E-voucher for the replacement product to be sent to you by email or WhatsApp. During this time, an AkzoNobel representative may contact you to verify your submission if it meets the conditions required for the Promise to apply.

14. The E-voucher for a replacement is valid only for the Selected Product(s), and only to be redeemed from the same dealer/store where it was originally bought from. It will be the responsibility of the customer to arrange for logistics, at its cost, for the replacement product from the dealer/store to the relevant site. The E-voucher will have expiry date of 6 months from the date of issue. Replacement products are subject to availability.

15. For claims related to colour, the replacement product can be of any colour as per consumer choice, subject to availability. The Promise will not apply to a second round of replacement product/colour and in such situations, the normal complaints route should be followed.

16. We reserve the right to reject a claim if we have reason to believe that there is any misrepresentation, or the claim is fraudulent, or is in violation of any of these Terms and Conditions ("T&Cs").

17. Notwithstanding anything above, we accept no responsibility for claims that are incomplete, invalid, illegible, or delayed and in such cases the time period as mentioned above in paragraph 10 & 14 will not apply.

18. It is not necessary for customers to return the unsatisfactory product (unless we specifically request it in which case we shall arrange and pay for carriage). Returns will not be accepted. Disposal of any product is the responsibility of the customer in accordance with the law.

19. No third party or joint submissions shall be accepted.

20. The Promise does not cover problems that were caused due to reasons outside of our control (for example, an issue with the substrate) or where the Selected Product was applied on surfaces which were not properly prepared or usage of the entire paint system (including Primers and Sealers) was not as per the standard application guidelines as recommended by AkzoNobel in Product Data Sheet and/or on the product label.

21. The Promise shall be limited only to the extent of providing the Selected Product(s) to the extent of defect as established. AkzoNobel shall not be responsible for any other material, product or expenses of any nature.

22. Claims not made in accordance with these T&Cs will be deemed invalid. If a claim is refused because the terms of the Promise have not been met, AkzoNobel Malaysia's decision shall be final and binding.

23. If any provision in these Terms and Conditions ("T&Cs") is found to be invalid, unlawful or unenforceable in any court or competent authority, the provision shall be deemed not to be part of the T&Cs and it shall not affect the enforceability of the rest of the provisions of the T&Cs.

24. We reserve the right to withdraw, amend or terminate the Promise without notice. All claims made in accordance with these T&Cs and made prior to the Promise being withdrawn, amended or terminated will still be honored.

25. The E-voucher has no cash value, is not transferable or assignable and cannot be used in conjunction with any other offers or promotions. No cash or alternative to the voucher shall be provided.

26. In any case, AkzoNobel shall not be liable for:

- Any conditions, warranties or other terms which are not included in the Promise or these T&Cs;
- Any indirect or consequential loss, damage or costs incurred by any customer in connection with the Selected Product or this Promise, or the cost of any labour for the application of the Selected Product.
- Any claim arising out of improper surface preparation, and/or improper application including but not limited to:

- a. Not enough paint is applied, or the paint is applied unevenly, causing inconsistency in the film build and appearance.
- b. Higher dilution of the paint.
- c. Topcoat is applied directly on the wall without a primer.
- d. Painting over a highly alkaline surface.
- e. Undulations in the surface.

f. Wall is not fully dry before application of paint.

- Any Claim where the surface has been contaminated such as by excessive accumulation of atmospheric chemical particles or atmospheric dirt, not properly prepared, or not properly dried before application of the Selected Products.

- Any Claim, if the application of the Selected Product fails due to structural defects, high alkalinity, water leakage and seepage within the building structure, continuous dampness of the surface, issues arising due after penetration due to capillary rise from the ground level, moss and other vegetable growth, dripping water due to proximity to air-conditioning units/any other sources of water or staining due to plant pots.

- Any Claim where the application of the Selected Product is affected by an Act of God, such as, natural calamities, earthquakes, cyclones, floods etc.

- Any Claim where the application of the Selected Product fails due to defects in the structure or previous coating applied before the application of the Selected Product or failure of base coat/putty surface.

- Any act of vandalism, abuse or negligence by the customer or third parties shall invalidate the Claim.

- Any Claim, if the Selected Product is affected by use of incorrect bases, improper recipe, tinting formula or colors, during tinting not conducted by AkzoNobel.

- Any act of omission or commission or negligence, bad or poor workmanship on the part of the contractor, or painter or their sub-contractors, servants, representative or agents, that causes the Selected Product(s) to be defective by any means.

- Any Claims where under normal conditions in coastal areas fading and chalking occurs with paint products, even though durable and resistant color pigments are used in the manufacturing of the product. Within normal limits this will not be considered a valid Claim under Promise.

27. Any exclusions under T&Cs does not exclude or restrict AkzoNobel's liability for death or personal injury resulting from the negligence of AkzoNobel, or its employees or agents or anything else that the law says we cannot exclude.

28. The Promise does not affect any of your applicable statutory rights.

29. The customer data collected under Promise will be held in accordance with our Privacy Policy.

30. Please retain these T&Cs for future reference.

31. The Promise is governed by the laws of Malaysia and is subject to the exclusive jurisdiction of the Courts of Malaysia.

32. The reference to "We" or "AkzoNobel" or "AkzoNobel Malaysia" under these T&Cs shall mean AkzoNobel Paints Malaysia Sdn Bhd.

33. AkzoNobel, or AkzoNobel logos such as that of Dulux, Flourish, Let's Colour, distinctive colour names and liveries are trademarks of the AkzoNobel group ©AkzoNobel 2018.

34. Email address for all Promise related correspondence is: customercare.my@akzonobel.com

35. The customer support telephone number is: 1800 88 9338 (Mon-Fri, 9am-5pm).