

PREAMBLE TO IMPA PAINTS PRODUCT QUALITY GUARANTEE

Surface preparation remains critical in the context of Impa Paints providing Quality Guarantees for our paint products, despite the variables outside our control, for several reasons:

1. **Product Performance:** While Impa Paints cannot control application, environmental conditions, or surface quality, we can Quality Guarantee our product's performance under optimal conditions. Proper surface preparation ensures that the paint has the best chance of performing as intended, even in less-than-ideal circumstances.
2. **Risk Mitigation:** Thorough surface preparation reduces the risk of paint failure due to issues such as poor adhesion, blistering, or cracking. By following recommended preparation procedures, the likelihood of these problems arising is minimized, increasing the chances that the paint will meet performance expectations.
3. **Manufacturer Reputation:** Quality Guaranteeing our Products' performance builds trust and credibility for Impa Paints. Consistently delivering on promises helps maintain a positive reputation within the industry and among customers. Surface preparation is a fundamental aspect of ensuring that the paint performs as advertised or specified, contributing to overall customer satisfaction.
4. **Educational Support:** Impa Paints often provide educational resources and guidelines for proper surface preparation. By emphasizing the importance of preparation and offering support in this regard, Impa Paints empower applicators to achieve the best results possible, even in challenging conditions.
5. **Long-Term Relationships:** Quality Guaranteeing product performance can foster long-term relationships between Impa Paints and our customers. When customers have confidence in a product's reliability, they are more likely to remain loyal to the brand and continue purchasing our Products in the future. Surface preparation plays a crucial role in fulfilling these expectations and maintaining positive relationships.

In summary, Impa Paints may not have direct control over all variables affecting paint application, providing Quality Guarantees necessitates emphasizing the importance of proper surface preparation. By doing so, Impa Paints can mitigate risks, maintain our reputation, provide educational support, and foster long-term relationships with customers, ultimately ensuring the best possible performance of our Products.

1. PARTIES

This Quality Guarantee terms and conditions is entered into between:

- 1.1. Impa Paints (Proprietary) Limited, registration number 2006/005678/07 ("Impa Paints"); and
- 1.2. The term **"Consumer"** in this Agreement shall encompass its employees, agents, subcontractors, officers, directors, and representatives collectively (hereinafter referred to as the **"Consumer"**).

2. DEFINITIONS AND INTERPRETATION

- 2.1. In this Quality Guarantee, the following words shall bear the following meanings:
 - 2.1.1. **"Parties"** means the parties to this Quality Guarantee, being Impa Paints and the Consumer:
 - 2.1.2. **"Applicator"** means the person mandated by the Consumer to apply the products:
 - 2.1.3. **"Paint Failure"** throughout this Quality Guarantee the words "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 shall include chipping, flaking, peeling or delamination of one coat of paint from another or excessive discolouration or fading of the product, as fully described in clause 5.1.3
 - 2.1.4. **"Specifications"** means the description of the Products and any other information required to be stated therein by Impa Paints, and instructions for their application by the Applicator, as set out in a Annexure ", which shall be initialled by the Parties for identification and attached to this Quality Guarantee:
 - 2.1.5. **"Surfaces"** means the substrate defined in the Impa Paints' technical data sheet:
 - 2.1.6. **"Products"** means the Products purchased by the Consumer from Impa Paints, as listed below:
 - 2.1.7. **"Quality Guarantee"** means the Quality Guarantee set out in this document and any annexures attached to it:
 - 2.1.8. **"Signature Date"** means the date of signature of this Quality Guarantee by the Party signing last:
 - 2.1.9. **"Quality Guarantee Certificate"** means the document issued by Impa Paints to the Consumer in terms of clause 4.1.3.
 - 2.1.10. **"CPA"** means the Consumer Protection Act 68 of 2008, as amended from time to time:

- 2.2 **In this Quality Guarantee, unless inconsistent with or otherwise indicated by the context:**
- 2.2.1 Words indicating a specific gender also encompass the other genders (i.e., masculine, feminine, and neuter, as applicable); the singular form includes the plural and vice versa; and natural persons include artificial persons, and vice versa.
- 2.2.2 Any mention of "person" shall encompass an individual, a firm, a corporation, a trust, an unincorporated association, a government entity, or a partnership, as well as the legal personal representatives and successors in the title of that person.
- 2.2.3 If any definition includes a substantial provision that grants rights or imposes obligations on any Party, that provision will be enforced as if it were a substantive provision within the main text of this Quality Guarantee, even if it's solely within a definition.
- 2.2.4 When a specific number of days is specified, the count shall include the first day and exclude the last day.
- 2.2.5 The principle that the contract should be construed against the Party responsible for drafting or preparing this Quality Guarantee shall not be applicable.
- 2.2.6 The inclusion of the word "including" followed by a specific example(s) shall not restrict the interpretation of the general wording that precedes it.

3. EXTENSION OF THE QUALITY GUARANTEE

- 3.2 This Quality Guarantee is limited to covering the following Impa Paint Products herein referred to as "the product/s".
- 3.2.1 **Endura Velvet Sheen**- interior application, 15 (fifteen) year Quality Guarantee applies.
- 3.2.2 **Endura Ultra Matt**- interior application, 15 (fifteen) year Quality Guarantee applies.
- 3.2.3 **Endurashield**- interior & exterior application, 15 (fifteen) year Quality Guarantee applies. Be aware of a slight textured feel when applying internally.
- 3.2.4 **Endura Roof & Paving**- exterior application, 15 (fifteen) year Quality Guarantee applies. Paving excluded.
- 3.2.5 **Endura Gloss**- interior & exterior application, 15 (fifteen) year Quality Guarantee applies.
- 3.2.6 **Endura WB Gelcoat**- interior & exterior application, 15 (fifteen) year Quality Guarantee applies.
- 3.2.7 **Bath & Kitchen**- interior application, 12 (twelve) year Quality Guarantee applies.
- 3.2.8 **Tuftex Fine**- exterior application, 12 (twelve) year Quality Guarantee applies.
- 3.2.9 **Tuftex Medium**- exterior application, 12 (twelve) year Quality Guarantee applies.
- 3.2.10 **Tufklad**- interior & exterior, 12 (twelve) year Quality Guarantee applies.
- 3.2.11 **Gelcoat SB**- interior application, 12 (twelve) year Quality Guarantee applies.
- 3.2.12 **Reno Super Acrylic**- interior & exterior application, 7 (seven) year Quality Guarantee applies.
- 3.2.13 **Super High Gloss Enamel**- interior application, 7 (seven) year Quality Guarantee applies.
- 3.2.14 **Craft Soft Sheen**- interior application, 8 (eight) year Quality Guarantee applies.
- 3.2.15 **Craft Tex**- exterior application, 8 (eight) year Quality Guarantee applies.
- 3.2.16 **Craft Roof**- exterior application, 8 (eight) year Quality Guarantee applies.
- 3.3 **The Quality Guarantee shall apply where:**
- 3.3.1 the total purchase price of the product/s does not exceed R10 000.00 (ten thousand rand) inclusive of VAT.

IMPA QUALITY GUARANTEE TERMS & CONDITIONS



- 3.3.2 the total price exceeds R10 000.00 (then thousand rand) and is less than R150 000.00 (hundred and fifty thousand rand) inclusive of VAT, provided that prior to the Quality Guarantee, the applying Consumer is required to contact the Impa Paints Technical Advisory Department on the provided number in order for Impa to inspect the site and issue specifications for the scope of work.
- 3.3.3 where the total purchase price exceeds R150 000.00 (hundred and fifty thousand rand), the Impa Quality Guarantee shall apply for which terms and conditions are available on request.
- 3.3.4 the Consumer has lodged confirmation of its Quality Guarantee with Impa Paints within 30 (thirty) days of completion of the application of the Products in accordance with clause 4.1.1.
- 3.3.5 each registration of the Quality Guarantee shall be limited to one invoice and one application address. The use of one invoice multiple times will not be allowed.

4. COMMENCEMENT AND DURATION

- 4.1.1 Subject to confirmation in terms of clause 4.1.3, this Quality Guarantee shall commence on the date that the Purchaser enters his/her personal and purchase details on the Impa Paints website www.impa.co.za stating the purchase date of the Product/s (“Commencement Date”) together with a completed evidence form which lists the actual Products purchased with the respective litres used and batch numbers. The Purchaser must keep the proof of purchase as per the terms and conditions therein. In order for this Quality Guarantee to be valid, this must be done within 30 (thirty) days of the purchase date of the product.
- 4.1.2 The Quality Guarantee shall be for a period of 15 (fifteen), 12 (twelve), 8 (eight) and 7 (seven) years. Calculated from the Commencement Date (“Quality Guarantee Period”)
- 4.1.3 The Impa Paints’ technical department will process the request and, if all the required supporting documentation and evidence as stipulated in the Impa Paints website are submitted and found to be accurate and correct, Impa Paints will issue the Quality Guarantee Certificate to the Purchaser.
- 4.1.4 The Quality Guarantee is transferable subject to:
 - 4.1.5 the new owner accepts the terms and conditions of this Quality Guarantee.
 - 4.1.6 the retention of the sales receipt and fully completed Quality Guarantee form; and the period of the Quality Guarantee not starting afresh upon such a transfer but continuing for the balance of the stipulated period.
 - 4.1.7 Where any claim arises during the Quality Guarantee Period, the Quality Guarantee Period will not start afresh after settlement of the claim but will continue for the duration of the original remaining Quality Guarantee Period. Unless a total repaint is required, as determined in the sole discretion of Impa.
 - 4.1.8 This Quality Guarantee shall only apply to Products purchased and applied within the Republic of South Africa.
 - 4.1.9 After the Quality Guarantee period, Impa Paint no longer Guarantees the Product.

5. IMPA PAINTS QUALITY GUARANTEE

- 5.1.1 Impa Paints affirms to the Consumer that, throughout the Quality Guarantee period, the product will adhere to the performance standards outlined in the Quality Guarantee. This Quality Guarantee constitutes the exclusive assurance provided by Impa Paints. Impa does not provide any other Quality Guarantees, whether express or implied, verbal or written, regarding the product, its application or usage, or any other aspect. Furthermore, and without limiting the foregoing, all Quality Guarantees, conditions, and other terms (whether express or implied, statutory or otherwise) regarding the quality or description of the product are disclaimed and excluded from this agreement to the maximum extent allowed by law.

- 5.1.2 The Quality Guarantee shall only apply only to the product's purchased and applied with in the Republic of South Africa.
- 5.1.3 **"Paint Failure"** throughout this Quality Guarantee the 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 shall include chipping, flaking, peeling or delamination of one coat of paint from another (as per ISO 4624:2008); or delamination of paint from its substrate (as per ISO 2409:2008); or blistering (as per ISO 4628-2:2003), chalking, cracking (as per ISO 4628-4:2003), durability of the gloss and durability of the colour, provided that all of the foregoing shall be subject to reasonable wear and tear criteria as specified by Impa for each of the Products.
- 5.1.4 The Consumer acknowledges that they have not based their decisions on any statement, assurance, or representation made or provided by Impa Paint`s or its representatives, unless explicitly stated in this agreement.

6. THE QUALITY GUARANTEE SHALL ONLY BE APPLICABLE WHERE:

- 6.1.1 The specifications and the Application Work has been conducted in strict adherence to the specified instructions for the relevant Product concerning preparation and application. These instructions are accessible on the packaging and through the website <http://www.impa.co.za>. And encompasses all critical aspects of optimal painting procedures and surface preparation preceding the coating application, including the application process itself, as detailed on the packaging and the aforementioned website.
- 6.1.2 Application work includes all elements of surface preparation prior to application of the coating, as well as the process of application and the correct primer being applied.
- 6.1.3 At least two layers of the Impa product have been applied, adhering to the specified consistent dry film thickness. A third layer is mandated for coastal regions, areas subject to severe environmental conditions, and instances involving the application of, or concealment with, a dark hue. Should the initial layer has been left undisturbed overnight, the surface underwent rinsing and drying prior to the application of subsequent coatings.
- 6.1.4 The recently painted surface was deliberately not cleaned for a period of seven days following application to facilitate the process of drying/curing.
- 6.1.5 Exclusively Impa Paints colourants were utilized alongside Impa Paints paint tint bases to manage the quality, type, and quantity of colourants, as well as the tinting procedure. Regardless of any conflicting provision in this agreement, Impa Paints paint tint bases that are tinted using non-Impa Paints colourants are not Quality Guaranteed against fading and chalking, as Impa Paints lacks authority over the tinting procedure, or the technical quality of the colourants used.
- 6.1.6 Special precautions have been observed in harsh environments such as coastal, mining and industrial areas.
- 6.1.7 The user accepts responsibility for obtaining the MSDS & TDS specification sheets for each product used on a particular project, and furthermore undertakes to apply Products strictly in accordance with each TDS. The specification information can be obtained on the webpage <http://www.impa.co.za>.
- 6.1.8 The Consumer has employed the complete paint system endorsed by Impa Paint`s, which includes the prescribed primers, undercoats, and finishing coats as outlined in Impa Paint's product literature or instructions, and/or as summarized on the packaging. In situations where there is uncertainty regarding the application process, the Consumer is advised to contact the Impa Paints Helpline at 087 940 9881

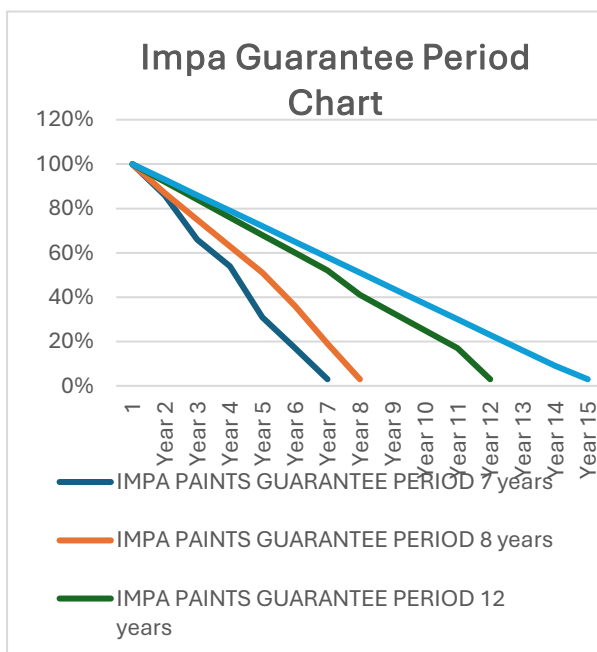
IMPA QUALITY GUARANTEE TERMS & CONDITIONS



6.1.9 This Quality Guarantee is the sole Quality Guarantee given by Impa and makes no other Quality Guarantees, express or implied, oral, or written, with respect to the product, the application or use thereof, or otherwise. In addition, and without limiting the foregoing, any and all Quality Guarantees, conditions and other terms (whether expressed or implied and whether statutory or otherwise) as to the quality or description of the product are disclaimed and are excluded from this agreement to the fullest extent permitted by law.

7. LIABILITY:

7.1.1 Impa shall reduce the liability over the Quality Guarantee period according to the following scale:



IMPA PAINTS GUARANTEE PERIOD				
Year	7 years	8 years	12 years	15 years
1	100%	100%	100%	100%
Year 2	86%	87%	92%	93%
Year 3	66%	75%	84%	86%
Year 4	54%	63%	76%	79%
Year 5	31%	51%	68%	72%
Year 6	17%	36%	60%	66%
Year 7	3%	19%	52%	58%
Year 8		3%	41%	51%
Year 9			33%	44%
Year 10			25%	37%
Year 11			17%	30%
Year 12			3%	23%
Year 13				16%
Year 14				9%
Year 15				3%

8. EXCLUSIONS

- 8.1.1 the deficiency of any areas resulting from the confined space, accessibility, design, or configuration of the substrate being painted, during both preparation and coating, encompassing damage caused by ladders and ladder platforms, handrails, rivets, and all types of contact surfaces:
- 8.1.2 the damage to the coating resulting from external factors beyond Impa's control, including but not limited to, welding or heat sources, pollution, mechanical damage, hydrostatic pressure, rising damp, moisture-related issues, electrical or electrolyte damage, improper cleaning or usage, neglect, fire, explosion, radiation, collision, accidents, acts of nature, vandalism, malicious damage due to industrial action, acts of God and similar events:
- 8.1.3 the deterioration of any metal as a result of any form of electromechanical action:
- 8.1.4 the damage to the coating resulting from the degradation or displacement of the substrate due to any substance or condition, including but not limited to structural cracks, plaster cracks, rising dampness, moisture infiltration, or dampness due to earth-retention or movement of the substrate; and/or

- 8.1.5 the failure due to quality assurance:
- 8.1.6 the use of any non-Impa Paint or preparation Products with the specified Impa Paints Products:
- 8.1.7 the failure to correctly apply and/or use the Product in accordance with the Specifications:
- 8.1.8 the use of the product on boundary walls, garden walls, and all freestanding structures:
- 8.1.9 the failure of any coating as a result of moisture in the substrate and where moisture levels exceeded 5% on concrete using the B4 Scale and 8% on cement plaster using B2 Scale, measured on a Dozer Hygrometer:
- 8.1.10 be advised that our Quality Guarantee does not cover any workmanship or conduct by the Consumer or third-party contractor or applicator. Impa Paints shall not be held responsible for damages to, or failure or defects of, the product directly or indirectly resulting from faulty workmanship, application (including surface preparation), or maintenance of the product by the Consumer, third-party contractor, or applicator, or any other individual or entity. Loss of time, expenses due to the Consumer's employees, agents, operators or sub-contractors, loss of profits and all claims by third parties against the Consumer. Furthermore, any repairs or attempted repairs conducted by the Consumer, their agents, representatives, or any third party will void the Quality Guarantee, unless such repairs are carried out strictly in accordance with Impa Paints' instructions.
- 8.1.11 exterior colours may experience uniform fading over time, resulting in a consistent change in colour brightness. This phenomenon is typical for exterior coating when exposed to sunlight. However, the fundamental colour element, known as the hue, will remain unchanged throughout the coating's life span. It should be noted that certain colours are not recommended for exterior applications, as indicated in Impa Paint's standard or fan-deck colour charts.

9. CLAIMS AND REPAIRS

- 9.1.1 Any claim under this Quality Guarantee must be submitted within 30 (thirty) days of the Consumer discovering any Product Failure or Defect that warrants a claim (Helpline number 087 940 9881). The Consumer must provide the original till slip or receipt as proof of purchase, which must be legible.
- 9.1.2 The Consumer is required to promptly inform Impa Paints of any claim, providing comprehensive details and outlining the grounds for Impa Paints liability under the Quality Guarantee. Impa Paints retains the right to examine the alleged Product Failure or Defect and conduct necessary tests, either directly or through a designated representative. Until such inspection and/or testing is completed, the Consumer is prohibited from making any repairs, alterations, or tampering with any portion of the coating. The Consumer must furnish Impa Paints with additional information as requested, including but not limited to environmental conditions, inspection reports, and repair documentation.
- 9.1.3 The Consumer shall provide the original till slip, invoice or receipt as proof of purchase. The original till slip must be legible to Impa Paints.
- 9.1.4 The Consumer shall provide any further information as Impa may require, including details of environmental factors and inspection and repair records.
- 9.1.5 The replacement product will match the original finish and colour, or if unavailable, Impa Paints reserves the right to provide an equivalent or comparable finish and colour, at its discretion. Consumer hereby agrees to accept the replacement product chosen by Impa Paints.

- 9.1.6 The Consumer is responsible for all costs of claiming under any Quality Guarantee.
- 9.1.7 Impa shall use its best endeavors to ensure that the Products required for repairs are available as soon as possible at the Impa Depot where the Products were purchased, and Impa Paints does not assume liability for delay in this respect.

9.1.8 Impa, in its sole discretion shall be entitled to:

- 9.1.8.1 Control repair work which is to be carried out in accordance with all its specifications and instructions; and
- 9.1.8.2 Appoint a contractor and/or approve the contractor appointed by the Consumer.

9.1.9 The replacement cost shall be the cost of the Product as at the date of the Claim Notification. The Consumer shall be liable for the balance of the replacement costs, which are not covered by Impa Paints.

9.1.10 All Quality Guarantees exclude labour costs and expenses related to the application or removal of any product, as well as any direct, indirect, special, incidental, and/or consequential losses or damages, of any kind and regardless of the cause. By making a claim under any Quality Guarantee, the Consumer acknowledges and agrees that they will not hold Impa Paints, its directors, representatives, employees, and/or agents liable for any direct or indirect, special, incidental, and/or consequential losses or damages, of any kind and regardless of the cause. Furthermore, the Consumer agrees to indemnify Impa Paints, its directors, representatives, employees, and/or agents against any and all claims that may arise from such direct or indirect, special, incidental, and/or consequential losses or damages, of any kind and regardless of the cause.

10. CONSUMER PROTECTION ACT

10.1 This Quality Guarantee does not take precedence over the Consumer Protection Act (CPA), which always governs the terms and conditions of any supply of Products between Impa Paints and a Consumer who is an individual Consumer or a juristic person with an asset value or annual turnover below a specified threshold.

10.2 If there is a conflict between this Quality Guarantee and the CPA regarding an Exempt Transaction, the CPA's provisions will be followed.

10.3 The terms of this Quality Guarantee will be adjusted as needed to comply with the CPA's requirements for Exempt Transactions. In the case of Exempt Transactions, the Consumer will have rights and remedies as outlined in the CPA, subject to the CPA's provisions and timeframes.

11. These Terms and Conditions will be interpreted without considering any presumption or rule that favors construction or interpretation against the party drafting these Terms and Conditions. Headings are provided for reference only and should not influence the interpretation unless the content expressly indicates otherwise.