

MEGABOND PROOF PRODUCT WARRANTY

Manufacturer: Wallchem Manufacturing CC

Registration No: 2010/162811/23

VAT No: 4430258063

Address: PO Box 37219, Chempet, 7442, Cape Town, South Africa

Website: www.megabond.co.za

1. INTERPRETATION

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| 1.1 | “Product” | means Megabond Proof. |
| 1.2 | “Manufacturer” | means Wallchem Manufacturing CC. |
| 1.3 | “Approved Applicator” | means a product applicator approved by the Manufacturer whose account is in good standing. |
| 1.4 | “Claimant” | means the property owner at the time of application. |
| 1.5 | “Applicator” | means the individual, company, or entity that applied the Product. |

2. TERMS AND CONDITIONS

- 2.1 This warranty applies only to the following Megabond product: Megabond Proof
- 2.2 The Manufacturer warrants that the Product, when manufactured and supplied, is free from material defects and is fit for sale under normal conditions when applied strictly in accordance with the official product data sheet, instructions, and applicable legislation.
- 2.3 This warranty does not constitute a performance guarantee and does not warrant fitness for any specific purpose beyond the Product specifications current at the time of application.
- 2.4 This warranty shall apply only under the following conditions:
- 2.4.1 The total Product purchase value (including VAT) does not exceed R40,000.00, or R250,000.00 when applied by an Approved Applicator.
- 2.4.2 The Product purchase is registered by submitting the completed registration form (Annexure A) to info@megabond.co.za within thirty (30) days of purchase. Upon approval, a reference number will be issued.
- 2.4.3 The warranty period commences on the date the registration is received and approved by the Manufacturer and is valid for twelve (12) years.
- 2.4.4 Any claim settlement does not restart or extend the warranty period.
- 2.4.5 The Product must be applied within the borders of the Republic of South Africa.
- 2.4.6 Surface preparation and application must strictly comply with Manufacturer instructions and data sheets.
- 2.4.7 Only recommended and compatible preparation, priming, and ancillary products may be used.

- 2.4.8 The Product must be used only on intended and approved substrates.
- 2.4.9 Any claim is subject to a site inspection and/or submission of photographs, samples, invoices, and supporting documentation as reasonably required by the Manufacturer.
- 2.4.10 The warranty applies only in the event of water ingress directly attributable to a failure of the Product itself, including cracking, blistering, or peeling, and excludes workmanship defects, drainage failures, design flaws, or structural issues.
- 2.4.11 Warranty terms may be amended from time to time; however, no amendment shall apply retrospectively to warranties already registered and approved.
- 2.4.12 The warranty is issued to the property owner at the time of application and is not transferable or assignable upon sale or transfer of the property.
- 2.4.13 A maintenance coat must be applied at intervals not exceeding forty-eight (48) months.
- 2.4.14 Variations in water chemistry, contamination, drainage, ponding, and environmental exposure may affect Product performance and are excluded where inadequate site conditions exist.
- 2.4.15 Application coverage must not exceed 1 m² per liter per coat, achieving a minimum combined dry film thickness of 2000 microns.
- 2.4.16 The Manufacturer reserves the right to update Product formulations and specifications without obligation, provided suitability for purpose is maintained.
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3. EXCLUSIONS

This warranty expressly excludes:

- 3.1 Inter-coat adhesion failure between existing coatings and the Product.
- 3.2 Substrate movement, deterioration, or structural defects.
- 3.3 Damage caused by external factors including (but not limited to) weather extremes, hail, flooding, pollution, mechanical impact, fire, vandalism, electrical or chemical exposure, acts of God, or abnormal environmental conditions.
- 3.4 Failure caused by surface shape, design, pitch, or construction characteristics.
- 3.5 Cosmetic or aesthetic changes including colour variation, fading, chalking, staining, or gloss loss that do not result in water ingress.
- 3.6 Products not paid for in full.
- 3.7 Warranty shall be void if: - Applied to chalky, rusted, bitumen-based, or incompatible substrates - Applied to roof areas with pitch below thirty (30) degrees - Product specifications or instructions were not followed - Inadequate curing time was allowed - Product was exposed to contamination, microbial growth, or efflorescence - Repairs commenced prior to Manufacturer inspection
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4. LIABILITY LIMITATIONS

- 4.1 Warranty value depreciates annually at 8.33% from date of application.
 - 4.2 Replacement or payout value shall not exceed the original Product purchase price, adjusted for depreciation.
 - 4.3 The Manufacturer shall not be liable for removal, reapplication, labour, access costs, or ancillary materials.
 - 4.4 Liability is limited strictly to Megabond Proof supplied.
 - 4.5 The Manufacturer shall not be liable for defects reasonably detectable during preparation or application.
 - 4.6 No liability is accepted for indirect, incidental, special, or consequential damages, including loss of profit or business interruption.
 - 4.7 Workmanship remains the sole responsibility of the Applicator.
 - 4.8 Under no circumstances shall the Manufacturer's total liability exceed the original Product purchase price.
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5. CLAIM PROCEDURE

- 5.1 Claims must be submitted in writing within thirty (30) days of defect discovery.
 - 5.2 The Manufacturer may appoint or approve the Applicator for remedial work.
 - 5.3 No repairs may commence before inspection and testing by the Manufacturer or its appointed representative.
 - 5.4 Reasonable site access and cooperation must be provided; failure to do so may result in claim rejection.
 - 5.5 Inspection and resolution timelines are estimates only and do not create liability for delay.
 - 5.6 The Manufacturer retains sole discretion to replace Product or issue a depreciated payout.
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6. GOVERNING LAW

This warranty shall be governed by the laws of the Republic of South Africa, and South African courts shall have exclusive jurisdiction.

ANNEXURE A – PRODUCT WARRANTY REGISTRATION FORM

*(Form content to remain unchanged, with acknowledgment that existing defects, drainage issues, or structural limitations may affect performance and are excluded from warranty coverage.)

ANNEXURE A – PRODUCT GUARANTEE REGISTRION FORM

A twelve-year limited warranty on Megabond Proof is available when the following form is submitted before and during each stage as per instruction below.

PROJECT INFORMATION

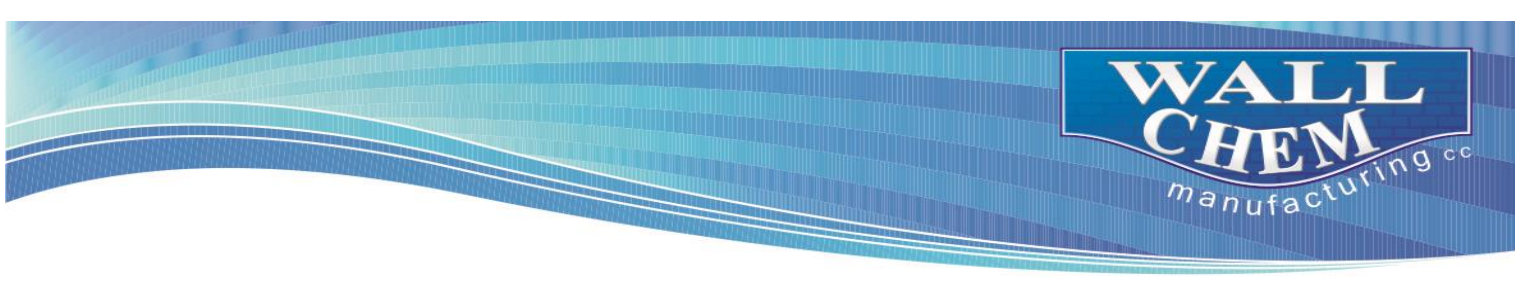
Project Name: _____ Customer Name: _____
Province: _____ City: _____
Physical Address: _____ Code: _____
Size of Area to be painted: _____ m² Roof type (eg. IBR, Tile, Cement): _____
Contract value (if applicable): R _____ Paint purchase value: R _____

CLAIMANT DETAILS

Registration Number (if applicable): _____ Vat number (if applicable): _____
Telephone Number: _____ Fax Number: _____
Physical Address: _____ Postal Address: _____
Code: _____ Code: _____
Financial Director (if applicable): _____ Workman's Comp No (if applicable): _____

CLAIMANT CONTACT PERSON

Name: _____ Surname: _____
Destination: _____ Contact ID: _____
Telephone Number: _____ Email Address: _____



PREPARATION STAGE

This section must be done and submitted before the project starts

Est. Roof age: _____ Is the roof currently coated? Yes / No

What is currently on the roof (if applicable)? _____

Are there any signs of rust on the roof? Yes / No If so, on a scale of 1 – 10, how much? (10 being severe)

Is there any Fungi/Mould present? Yes / No If so, on a scale of 1 – 10, how much? (10 being severe)

Are there any signs of water build-up? Yes / No Does the roof currently have any leaks? Yes / No

Are there any signs of contamination? Yes / No If so, on a scale of 1 – 10, how much? (10 being severe)

If contamination is present, state type or appearance: _____

Is the surface chalky? Yes / No

What preparation must be done? _____

Inspected Date: _____ Inspected By: _____

APPLICATOR DETAILS

Applicator Type (DIY, Contractor, Developer, Maintenance): _____

Company Name: _____ Years Experience: _____

Company or department staff Compliment: _____ Core Business: _____

Registration Number (if applicable): _____ Vat number (if applicable): _____

Telephone Number: _____ Fax Number: _____

Physical Address: _____ Postal Address: _____

Code: _____ Code: _____

Painters Names	Qualifications	Years Experience	ID Number
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APPLICATION DETAILS

Preparation Start Date: _____

Est. qty cleaning products required: _____ lt Est. qty primer required (if applicable): _____ lt

Est. qty of other primer/undercoat/topcoat required (if applicable): ___lt Specify Product: _____

Est. qty Thermoshield required (if applicable): ___lt

COMPLETION DETAILS

Completion Date: _____

Qty cleaning products used: _____ lt Qty primer used (if applicable): _____ lt

Qty of other primer/undercoat/topcoat used (if applicable): ___lt Specify Product: _____

Qty Megabond Proof used: ___lt Colour of Primer used: _____

Colour of Megabond Proof used: _____ How was it tinted (if applicable): Shop Tinted / Factory Standard

Batch Number of Primer: _____ Batch Number of Megabond Proof: _____

I _____ hereby certify that I have the authority and knowledge to confirm that the form is completed and all information given are accurate to the fullest of my knowledge. I have no reason to belief that the product will not perform as per requirements. By signing this form I understand and agree with the terms and conditions set by Wallchem Manufacturing cc.

Company Name: _____ Position: _____

Signature: _____ Date: _____

Witness Name: _____ Signature: _____

Date: _____