

TERMS AND CONDITIONS:

Asian Paints Ltd. ("APL") offers to its customers the Trusted Contractor Service (Service), subject to the below mentioned terms and conditions. In availing this Service, the customer hereby accepts that they have read and understood these terms and conditions, including those incorporated herein by reference, and agrees to the same.

1. APL's role is limited to that of a facilitator, helping customers connect with professionals for a seamless home painting experience. APL's role is limited to that of introduction of contractors who will undertake painting to you, the customer. The final decision of appointing the Contractor will rest with you, the customer.
2. This Service is not intended for APL to receive any commission or incentive through any interaction or transaction between the customer and the Contractor. It is further clarified that any work undertaken and performed by Contractor(s) will be in their capacity as an independent contractor(s).
3. While contractors introduced to the customer will be from the pool of Asian Paints listed contractors, it is recommended that all the relevant checks, assessments and due diligence should be done by you, the customer prior to choosing and engaging the Contractor.
4. APL does not receive any commission through any transaction between the Contractor and you, the customer. It is further clarified that any work undertaken and performed by Contractor will be in their capacity as an independent contractor(s) and there exists no agency between APL and the contractor. The Contractor is not bound by APL in any manner by virtue of the fact that APL has given reference of these Contractor(s) to the customer and the Contractor is free to advise the customer in all aspects as per their professional opinion.
5. APL disclaims all liability in respect of this Service, or any work undertaken and executed by the Contractor. It is expressly understood by the customer that any Service performed by the Contractor, will be an independent contractual arrangement between you, the customer and the Contractor and APL shall have no role or liability towards the Services availed by the customer.
6. Warranty for products is subject to the terms and conditions mentioned in the warranty booklet. Kindly visit APL website <https://www.asianpaints.com/> for more information, product details and <https://www.asianpaints.com/more/warranty.html> for the terms and conditions of the warranty.
7. Liability: APL's liability shall be limited to the standard warranty provided for the products manufactured by APL and used or supplied by the Contractor and shall be subject to the terms and conditions of warranty. Under no event shall APL be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages and disputes due to application of the products by the contractor or related quality issues, whatsoever.
8. The Service is subject to the occurrence of any force majeure event or conditions beyond the control of either party including but not limited to fire, explosions, natural calamities, state emergency, riots, epidemics, pandemics, public health emergencies, etc., APL shall not be responsible for any delays caused in executing the Services, nor shall APL be liable for any cost / penalty/damages due to such force majeure conditions.
9. Governing Law and Jurisdiction:

These Services shall be governed and construed in accordance with the laws of India. Any dispute arising hereunder shall be subject to the exclusive jurisdiction of the courts in Mumbai, India.

CONTRACTOR TERMS AND CONDITIONS

1. Commencement of painting work is subject to realization of payments as stated in the quotation provided and the site being made available free from all hindrances, for carrying out the Service, until completion. Timelines for completion of the agreed work are indicative and are subject to the customer handing over the site fit to start work, free of any encumbrance. Contractor reserves the right to stop the work if amount is not paid as per the agreed payment terms or to exit the site till such time as dues are cleared by the customer.
2. Contractor shall not be held responsible or liable for any delays due to:
 - a) Delay by the customer in handing over the site to the contractor or disruption of work caused by the customer.
 - b) Delay attributable to intervention of some other agency engaged by the customer to work on the site.
3. Contractor reserves the right to terminate the contract (if any) and exit the site in case of unreasonable delays, changes, arbitrary demands, or misbehavior on the part of the customer. In such case, the customer shall not be entitled to any refund for paints/products and painting work completed on site.
4. Permissions: The customer is solely responsible for arranging for all permissions required for the purposes of executing the Service at the customer site, including but not limited to any permissions, authorizations to be taken from the municipal authorities, housing society, neighbours or any other applicable authorities.
5. Cost for scaffolding, water, electricity, storage for paints and other material and any additional cost /charges not specifically mentioned in the quotation shall be borne by the customer and charges for the same are not inclusive and do not form part of the quotation shared by the contractor
6. Paints / Shades: Once the material is tinted, as per shade selection in the Quote, or as per directions of the customer, paint / shades cannot be changed, cancelled or taken back. In case a new shade is to be selected by the customer, the price of new shade product shall be charged additionally to the customer and invoice for the same shall be issued by the contractor. Refund, if any shall be at the sole discretion of the contractor.
7. In case any additional work is to be done at the customer site, other than the work mentioned in the approved quotation provided by the contractor, the customer hereby agrees to pay extra for that work at mutually agreed price between the customer and the contractor.
8. Liability: Contractor's liability shall be limited to the rectification of work within the scope provided in the Quote and subject to any pre-existing substrate conditions or seepage / leakages issues. Under no event shall Contractor be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages.
9. The service provided under Trusted Contractor Service is subject to the occurrence of any force majeure event or conditions beyond the control of either party including but not limited to fire, explosions, natural calamities, state emergency, riots, epidemics, pandemics, public health emergencies, etc., Contractor shall not be responsible for any delays caused in executing the Services, nor shall Contractor be liable for any cost / penalty/damages due to such force majeure conditions.
10. Governing Law and Jurisdiction: These Services shall be governed and construed in accordance with the laws of India. Any dispute arising hereunder shall be subject to the exclusive jurisdiction of the courts in Mumbai, India.