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- Our Acceptable Use Policy, which outlines the permissible and prohibited uses of our Site, is available below. This Acceptable Use Policy must be followed when accessing our website.

1.0 Estana Paint Protection General Scope

1.1 These general terms and conditions of sale, delivery, payment, and application guidance, collectively known as the General Terms and Conditions, are exclusively intended for use by businesses. Consumers are exempt from them.

1.2 All of our contracts, offers, services, and deliveries, including future contracts, are subject to the General Terms and Conditions.

1.3 Our General Terms and Conditions are the only ones that apply. Buyer's differing, conflicting, or extra terms and conditions will only become part of the contract if and to the extent that we have specifically agreed in writing to their legality. This permission need applies in all circumstances, particularly if we execute a contract knowing the customer's terms and conditions without voicing a reservation.

1.4 Individual agreements (including collateral agreements, supplements, and revisions) signed with the Buyer in specific instances shall take precedent over these General Terms and Conditions. A written contract or written confirmation shall be authoritative for the content of such agreements, unless proof to the contrary is provided.

2.0 Pricing

2.1 Unless otherwise agreed in writing, the prices shown in the current pricelist apply. The negotiated rates will be applied, plus the appropriate statutory value-added tax on the day of delivery.

2.2 If the Buyer does not object quickly after delivery and has already signed the Delivery Order (DO), the weights, quantities of items, and amounts stated by us will be used to compute the invoice..

2.3 If we cut or raise our prices in general during the contract term, the new pricing will apply to the quantities yet to be purchased. In the event of a price rise, the Buyer may withdraw from the contract by filing a written declaration within 14 days of receiving the price increase notification. The cancellation will not effect orders placed before the price hike.

3.0 Technicality

3.1 In the event that we do not offer individually agreed advisory services, we will do so to the best of our knowledge and without obligation. Only our published technical standards and suggestions, as well as our usage requirements, will be authoritative. All specifications and information on the appropriateness and use of the given items do not relieve the Buyer of his or her obligation to inspect, test, or investigate. This is especially true if you used thinners, hardeners, different varnishes, or other components that you didn't get from us.

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3.2 If the Buyer requests technical application advice or our application technician is commissioned by the Buyer to provide technical sales support, technical training, or application monitoring, this activity will be performed to the best of our knowledge and competence.

3.3 We promise to provide the agreed-upon technical services in connection with the delivery of paint/coating material with reasonable care and expertise.

3.4 Even if no specific request is made, the Buyer must guarantee that all information required for technical application guidance is delivered in a timely manner. In this regard, we must be made aware of all processes and situations relevant to the execution of our order in connection with our technical application service. The Buyer must ensure that the information provided in its order, as well as all necessary specifications, are complete and accurate for this purpose.

3.5 The Buyer is entirely responsible for the execution surfaces preparation.

4.0 Specifications

4.1 Our quotation or written order confirmation will specify the amount and description of the Products.

4.2 All of our samples, drawings, descriptions, specifications, and advertising materials, as well as descriptions and representations in catalogues and brochures, were developed or published simply to give an approximate concept of the products described therein. They are not included in the contract and are not acquired on a trial basis.

4.3 We reserve the right to modify the product specification as necessary to meet any applicable safety or other legal requirements. The goods' quality and performance will not be compromised in any way.

5.0 Delivery

5.1 The Buyer must collect the products on the agreed-upon delivery date or, if no delivery date has been agreed upon, as soon as the goods are ready for collection at the place. If the Buyer fails to accept the goods, we shall be entitled to dispatch them at the Buyer's expense or, if not otherwise possible, to store them outside. In this instance, we are not responsible for the items' inadvertent destruction, loss, or damage. If we store the items, we have the right to invoice and seek payment after one week has passed since the default in acceptance occurred.

5.2 Significant, unforeseeable operational disruptions, delivery delays, or delivery failures on the part of our suppliers for which we are not responsible, as well as operational disruptions due to a shortage of raw materials, energy, or labour, strikes, lockouts, difficulties obtaining means of transportation, traffic disruptions, official decrees, or cases of force majeure on our part or on the part of our sub-suppliers, shall extend the delivery period by the duration of t. We will notify the Buyer as soon as possible when such impediments begin and disappear. If delivery is delayed for more than one month, both the Buyer and we have the right to withdraw from the contract any claims for damages relating to the items affected by the delivery impediment.

5.3 We do not accept returns on throwaway packaging. Instead, we shall refer the Buyer to a third party who will recycle the packaging in accordance with statutory and official guidelines.

6.0 A title reservation

6.1 We retain ownership of the delivered products until the entire purchase amount is paid. Until all claims from the present business relationship with the Buyer have been settled, the supplied products remain our property. If any of our individual claims have been included in an open account and the balance of that account has been formed and recognised, the retention of title will apply.

6.2 Any claims connected to the sale of goods over which we were conferred with ownership rights to the extent of our share of ownership over the items sold are thus assigned to us as collateral. If the Buyer combines or mixes the products supplied for consideration with a major object of a third party, the Buyer hereby assigns to us as collateral its claim to compensation from the third party up to the invoice value of the goods supplied. These tasks are accepted.

6.3 The Buyer shall, upon our request, furnish us with all essential information regarding our stock of goods and the claims assigned to us, as well as notify his customers of the assignment.

6.4 The Buyer is responsible for carefully storing and insuring the products subject to reservation of title against loss and damage at his own expense. It assigns in advance its claims under the insurance contracts to us. This task is acceptable to us.

7.0 Liability for defects

7.1 The Buyer must inspect the items for defects as soon as they are received.

7.2 Material flaws, inaccurate deliveries, and quantity deviations must be reported in writing to us as soon as possible but no later than seven days following receipt of the goods. Otherwise, the goods are considered to be acceptable. Hidden faults must be disclosed to us in writing as soon as they are discovered, but no later than seven days later.

7.3 By trial processing, the Buyer must ensure that the delivered goods are defect-free and acceptable for the intended use. This also applies if components that were not purchased from us are added. If any faults are identified only during the processing, the operation must be stopped immediately. Secure the original unopened containers that have not yet been processed. On request, they will be made accessible for inspection.

7.4 Notices of hidden defects shall be excluded and deemed delayed after three months from the transfer of risk to the Buyer, insofar as they should have been reasonably recognised.

7.5 Unless we are guilty of intent or gross negligence, we will only be obligated to remedy the defect or provide defect-free goods (subsequent performance) in the event of faults in goods delivered by us. If we are unable to offer supplemental performance, or if it is delayed beyond a reasonable period for reasons that are within our control, or if additional performance fails in any other manner, the customer has the right to withdraw from the contract or to demand a reduction in the purchase price. After the third try, a subsequent improvement is considered to have failed.

7.6 The product(s) manufactured have a shelf life that must be used before it expires, or the product(s) will not perform to its maximum potential. As a result, the guarantee period for each product is proportional to the product's shelf life. This warranty is non-transferable and is contingent on the following conditions being met at the time of application:

- Damages: If the client causes any intentional damage, change, extension, or repair work, the guarantee will be voided.
- This warranty is only valid for reasonable use of the substance(s); any changes in use will void the warranty.
- In the event of a natural disaster such as an earthquake, flood, or hurricane, this warranty will be void.
- This warranty supersedes all other verbal or written commitments in any form.

7.7 We will not be responsible for any damage caused directly by lightning, earthquake, fire, or civil unrest, or any flaw in the building's foundation or construction caused by any malicious or reckless act by yourself, your servants, or renters.

The guarantee is subject to the following additional exclusions:

1. Structural Movements
2. Fire, natural disaster or other malicious acts
3. Defective Structure and/or Cracks
4. Intentional or unintentional misuse of the material or structure
5. Changes, additions, and/or repairs to the part of the building where the materials are used without prior clearance from the company.
6. Lack of cleanliness resulting in clogged water outlets and the application of extremely acidic chemical treatments to the surface.
7. If the client withholds payment under any circumstances, the warranty will be null and void.

7.8 Exclusion of product warranty :

- The guarantee does not cover problems caused by any of the factors listed below, either directly or indirectly. Such faults will not qualify for warranty claims and will be considered invalid claims.
- The use of interior materials, as well as substandard and/or poor craftsmanship in the completion of work.
- Vandalism or high impact damage to the covered surface, fire, natural calamities, 'natural disaster' or normal wear and tear.
- Change in hue or uniformity.
- Fungus, dirt, or any other contamination that can be eradicated through periodic cleaning. A foreign layer put on the paint film is fungus and algae development that can be wiped away.

- Defects resulting from work (alteration/extension) performed on the affected portions of the building without our prior written consent.
- Compare the colour or texture of new materials provided for repair work to the existing material.

Cleaning the outside surface on a regular basis is necessary to keep the coating system looking good and lasting. In the presence of rains, unattractive streak markings on light hues may appear due to atmospheric filth in the air accumulating on flat surfaces such as the top of the parapet, edges, and ledges. Even though the paint coating is still sound and undamaged, the collection of dirt and organic matter, combined with high moisture, can stimulate the growth of algae over time.

Cleaning should be done at least once every 12 (twelve) months, depending on the environmental situation.

The following are our suggestions:

- Use a light detergent (3 percent to 5 percent dilution) or clean water to remove loose debris, dust, and other pollutants.
- Apply EstaBact Fungicidal Wash to the affected area and let it on overnight.
- Rinse the fungicidal wash away with clean water.

7.9 Cleaning of the Surface

Strict devotion to appropriate surface preparation is required to achieve the full performance that all paints/surface coatings are intended for.

New concrete should be left to cure until the moisture content is below 12% as tested with a Portimeter, which takes 2-4 weeks depending on the weather. Before painting, it's important to evaluate the existence of form release agents and laitance deposits on fresh plastering.

All locations impacted by water leaks or excessive / persistent moisture should be covered or water proofed.

8.0 Warranty and liability

8.1 At the time of delivery, we guarantee that our items will meet their specifications. The warranty will not apply if the defect in the product is caused by (1) the Buyer's drawing, design, or specification; (2) normal wear and tear, damage, negligence, unusual working conditions, storage, application and use errors, or failure to follow instructions (oral or written) from us; or (3) the Buyer's use of the product does not follow the specification.

8.2 Regardless of the legal basis, our company's duty for damage or wasted spending will only emerge if the damage or wasted expenses:

- a) was caused by one of our vicarious agents or a willful breach of a major contractual duty,
- b) is owing to one of our vicarious agents' or our own gross negligence or willful misconduct.

9.0 Unforeseen circumstances

9.1 For the duration of the disruption and to the extent of its effect, force majeure, natural events, industrial disputes, riots, official measures (including embargo and licencing obligations), and other unforeseeable, unavoidable, and severe circumstances, the contracting parties are released from their performance obligations. The contractual parties are required to notify the other contracting party of the event as soon as possible. The affected contracting party must provide necessary documentation as proof and duration of the force majeure upon request.

10.0 Industrial property rights

10.1 In addition to that which may have been provided to it or developed as a result of the contract, the Buyer does not acquire any industrial property rights in registered or unregistered intangible assets such as know-how and inventions, including patents, patent applications, trade secrets, drawings, utility models, designs, trademarks, internet domain names, software, and technical information, or copyrights in connection.

11.0 Assessment Report

11.1 The product claim should be made via the Estana fix line number, email, Whatsapp between 9am to 5pm, Sunday to Thursday (except for public holidays).

Customer Fix line number : 09 668 0571

Email : info@estanapaint.com.my

Whatsapp : +6014 6400074

11.2 As soon as possible as Estana Team receives any claim, a technical team will be dispatched to assess the nature of the claim. Estana shall give to the Buyer a new Coating System of the same or similar Products upon completion of their examination of the claim, if their findings show that the defects were caused by Product flaws and fall within the extent of the Estana protection Scope.

11.3 If the Technical Team determines that the defects were caused by circumstances listed in the Estana Paint Protection Scope's Exclusion clauses or other causes beyond the scope of the Estana Paint Protection Scope, Estana will not be held liable for the claim, and the claim will be ruled invalid. Any judgement reached by the Technical Team after careful examination of all aspects of the claim and investigation is final and binding.

11.4 Claim value for the Coating System must be equivalent or lower than the original receipt value.

11.5 For the avoidance of doubt, after any delivery of new Coating Systems made under an Estana Paint Protection Scope is completed, the Estana Paint Protection Scope period will not be extended.