PVC WALL PANELLING & SHOWER KITS

5 YEAR RESIDENTIAL USE LIMITED GUARANTEE

1. Saint-Gobain Building Distribution Limited (trading as International Decorative Surfaces) (Company No. 1647362) whose registered office is at Saint-Gobain House, Binley Business Park, Coventry CV3 2TT ("**IDS**") guarantees to a Purchaser (as defined in paragraph 5 below) that Splashpanel panels (the "**Panel(s)**", each a "**Panel**") and Splashpanel shower kits (where sold in kit form and to include 4 Panels, 2 centre strips, 4 corner trims & 4 end trims (the "**Kits**", each a "**Kit**") installed in a residential environment will be free from defects caused as a direct result of faulty manufacture for the period of five (5) years from the date on which IDS invoices for the Panels (the "**Guarantee Period**"), subject to the exclusions and limitations set out below.

2. No guarantee is provided for Panels or Kits installed in any form of commercial end use environment. If you run a business from home, this Guarantee will not apply.

3. The Panels and Kits are manufactured with care, however, if you experience any issues with your Panels or any part of the Kit and you believe the issue is attributable to a material or manufacturing fault within the Guarantee Period, please contact your original supplier of the Panels and/or Kit and IDS within 30 days of the problem first being noticed or occurring. It is likely that your original supplier and/or IDS will wish to inspect such Panels or relevant part of the Kit and you must allow reasonable access to such Panels or relevant part of the Kit in order for such inspection to take place. In the event that your supplier is no longer trading for any reason, IDS should be contacted by email at info@idsurfaces.co.uk or by writing to International Decorative Surfaces, Parkhouse Interchange, Parkhouse Ind Estate, Newcastle-U-Lyme. Staffs, ST5 7FB. IDS have the right to charge £75 to carry out an inspection of the Panels or any part of the Kit but in the event that the claim proves to be valid, this charge will be refunded.

4. It is recommended that proof of purchase together with a copy of this Guarantee and any associated documentation are kept safe at all times following purchase. Proof of purchase will be requested prior to any investigation taking place.

5. The Guarantee is not transferable and the benefits of it may not be assigned to any third party. By this, we mean that the Guarantee is only valid for the initial purchaser of the Panels or Kit who has had such Panels or Kit installed in their home (this is intended to include a consumer who has a trade third party buy the Panels or Kit from IDS and install them/it on their behalf) (the "**Purchaser**").

GUARANTEE CONDITIONS & LIMITATIONS

6. The liability of IDS under this Guarantee is subject to the following:

- This Guarantee shall only extend to defects as a direct result of faulty manufacture and not to any other defects or faults.
- The defect does not arise as a result of the Purchaser's or any installer's negligence.
- The Panel(s) or Kit(s) have not been previously installed in another location.
- Repair has not been undertaken by anyone other than IDS or an authorised representative of IDS.
- The defect does not arise as a result of the Panel(s) or any part of the Kit being misused or abused, failure to properly check or install or maintain the Panel(s) or any part of the Kit in accordance with paragraphs (a) – (e) inclusive of the Guarantee Conditions at point 7 below, or due to material variances as described in paragraph (f) of the Guarantee Conditions at point 7 below.
- An IDS representative has, acting reasonably, validated the claim under this Guarantee.
- **This Guarantee does not form part of any contract of sale and is not intended to affect, or otherwise replace, rights or obligations conferred by any contract of sale or by common law. Where the Purchaser is a consumer, the Purchaser has certain statutory rights regarding the return of defective Panels or Kit, claims in respect of losses caused by IDS' negligence or faulty product, and this Guarantee shall not affect the Purchaser's statutory rights.**
- This Guarantee does not confer any rights other than as expressly provided for in this Guarantee.

- IDS' liability under this Guarantee is limited to the repair or replacement of the Panel(s)/relevant part of the Kits or refund of all or part of the value of the Panels/Kit (as set out in the original invoice for the Panel(s)/Kit from IDS) (the "**Invoice Value**") (at IDS' sole discretion) for Panel(s)/Kit(s) which are found to be defective due to a manufacturing fault only during the Guarantee Period.
- This Guarantee is a depreciating value guarantee and therefore during years two to five of the Guarantee Period, IDS' liability under this Guarantee will decrease by 20% of the Invoice Value each year and IDS' liability under this Guarantee in each year will be limited to repair, replacement or refund (at IDS' sole discretion) to the decreased value for that year. By way of example, IDS' liability under this Guarantee three (3) years after invoice by IDS for the Panels will be limited to 40% of the Invoice Value.
- IDS shall have no liability under this Guarantee for any claims for installer lost time, the costs of stripping-out of faulty Panels/part of Kit or refitting of replacement Panels/Kit or any other consequential or indirect loss or damage howsoever arising.
- IDS' maximum liability under this Guarantee shall not exceed the Invoice Value of the Panel(s)/Kit which are/is the subject of the claim.
- Any Panels/Kit repaired or replaced by IDS pursuant to this Guarantee shall be covered by the terms of this Guarantee for the remainder of the Guarantee Period of the original Panels or Kit. No agreement to repair or replace any part or all of any Panels/Kit shall extend the period of coverage of any guarantee provided.
- This Guarantee is subject to the availability of the materials and components and IDS reserves the right to substitute materials of a similar type, colour or quantity if the materials or components requiring repair or replacement are not readily available.

7. Guarantee Conditions

(a) Improper checking of Panel(s)/Kit prior to installation

- All Panels and aluminium/PVC extrusions used at joints, ends or otherwise must be checked for visible defects and acceptability in all respects prior to and during installation. Normal production characteristics/effects for extruded PVC panels and trims can be present such as telegraphing of the extruded sheet profile, surface finish lines & minor finish blemishes as detailed on the product labelling and instruction leaflet supplied with the products. These effects are therefore exempt from manufacturing defect claims. As is general practice, Panels, Kits and extrusions that have been installed are assumed to be of acceptable quality. Claims for defects that would be visually apparent prior to or at the point of installation will be rejected as it is the responsibility of the Purchaser and/or the installer of the Panels to check for any visual defects before installing them.

  Prior to installation, the Panels being used should be carefully checked to ensure that they are from the same batch and that the Panels are a suitable colour match.

(b) Storage of Panel(s)/Kit Prior to Installation

- Prior to installation, the Panels/Kit should be stored horizontally on multiple uniformed height bearers on a flat surface and allowed to acclimatise in the room where they are to be installed for 48 hours. The room environmental conditions should be dry with a temperature range of 16 – 24 degree celcius.

(c) Installation of Panel(s)/Kits

- Short and long term performance of the Panels/Kit is closely linked to the quality of the installation. This guarantee is only applicable to justified claims if the Panels/Kit have been correctly installed, in all respects including any recommendations, as per the installation instructions provided with the Panel(s)/Kit (the "**Installation Instructions**").
- It is ultimately the responsibility of the installer to ensure that he/she is familiar with the correct procedure for installation of the Panel(s)/Kit.
- The Installation Instructions themselves must be followed in all respects. No claims under this Guarantee for product defect will be accepted where the installation is not as per the Installation Instructions or where installation errors have been made.
- All instruction stated panel edges around sinks, shower trays, baths, worktops, pipes, accessories and within extrusions must be sealed / filled with a high quality silicon sealant ("**Sealant**").
- We can recommend Showerwall Silicon Sealant as a high quality silicon sealant as this has been tested by us to be suitable for these purposes. Showerwall Silicon Sealant is a specially formulated, fast curing, low modulus, neutral silicone sealant developed for use with the Panels. Showerwall Silicon Sealant has excellent bonding properties, forming a secure bond even between non porous surfaces. Showerwall Silicon Sealant also incorporates a fungicide. Whilst alternative sealants may perform as well as Showerwall Silicon Sealant, where the Panels fail due to use of an alternative Sealant to Showerwall Silicon Sealant, any claims under this Guarantee will not be valid.
- Uniformed thickness timber battens (nominal 50mm x 25mm) must be used if the installation walls are uneven, (this can be the case even in newly built homes). The battens should be fitted at a maximum distance of

500mm apart both vertically and horizontally. The Panel(s)/Kit should be fitted to the battens using a suitable panel adhesive. Again, we would recommend that the Showerwall Panel Adhesive is used.

(d) Maintenance

- Correct post installation and ongoing care and maintenance of the Panels/Kit is also vital in relation to their performance and look.
- To maintain the Panels/Kit in good condition and ensure ongoing performance, the Panels, Kit components and any visible sealant joints need to be cleaned on a regular basis. For this purpose we recommend that "Splashpanel Superclean Cleaner" be used as this product has been specially developed for use with the Panels and the Showerwall Silicon Sealant. **Abrasive cleaners and cleaners containing bleach must not be used**.
- Any claims for Panel/Kit failure that is as a result of incorrect or inappropriate maintenance products or techniques (including where the Panels or Kit have been affected by unsuitable or incompatible cleaners or chemicals) will be rejected.
- Please note that the accessible bottom panel edge Sealant should be replaced at regular intervals in order to maintain the seal and to prevent any water ingression into, and behind, the Panel edges which may affect the adhesion of the surface finishes of the Panel(s) or substrates / floors.

(e) Abuse, misuse or wear and tear

- This Guarantee does not cover any form of damage or effect on the Panels/Kits caused by abuse, misuse, neglect, alteration, accident or any handling or use of the Panels/Kit that is not consistent with either the Installation Instructions or care & maintenance instructions as set out in 7(d) above nor does it cover any form of damage or effect on the Panels or part of the Kit caused by normal wear and tear including but not limited to scratches or marks arising from everyday use.

- Abuse, damage and incorrect maintenance includes but is not exclusive to:
  - Staining;
  - Discolouration as a result of extreme temperatures or from personal cleaning products (including hair dyes) or from incorrect maintenance such as cleaning with inappropriate abrasive cleaning agents;
  - Damage from spillages of fluids or excesses of moisture or humidity;
  - Incorrect handling or use.

(f) Material variances, characteristics and ageing effects

- Panels & Kit are extruded PVC products and due to the normal extrusion manufacturing process there can be manufacturing characteristics apparent with the finished panels such as a "telegraphing" visual effect of the vertical structure PVC elements of the panel, surface lines and blemishes or micro contamination particles within the lacquer finish on the products. These aspects of the manufacturing process are controlled as much as possible to ensure they are kept to an appropriate minimum and are not grounds for complaint.
- As a printing process is part of the manufacturing procedure for all marble and Travertine decors overall colour/shade variances can occur between panels & batches of these products.
  As these decors are meant to replicate natural material products, where colour / shade variances are a normal natural characteristic, colour and shade variance present between panels / batches with any of these decors is not grounds for complaint.
- PVC is subject to slight colour changes over a period of years. Colour change of the Panels due to ageing or sunlight is not covered by this Guarantee.

8. Guarantee Limitations

The Guarantee does not cover -

- Surface and sub-surface moisture induced effects such as, but not limited to, surface finish delamination or "bubbling" resulting from ingress of water to the edges of the Panels where the Panels' have not been correctly and sufficiently sealed with Sealant, including any cuts in the Panels such as for mounting accessories. It is the installer's responsibility to ensure the correct Sealant has been used and that it has been applied correctly.
- Moisture effects as described above due to any applied Sealant having been subsequently damaged or broken or not replaced as necessary and/or at regular intervals. This includes water damage arising to any part of the room or any adjoining room due to leaks of water.
- Panel/Kit failures resulting from incorrect acclimatisation procedures, substrate preparation procedures, installation methods used, or installation errors, made by the Purchaser and or the installer.
- Complaints arising from any visible Panel/Kit defects, or manufacturing characteristics, that would have been visible at the point of installation and should have been dealt with prior to or during installation.

- Panel/part of Kit distortion resulting from inappropriate storage conditions or inappropriate storage methods of the Panels themselves.
- Panel/part of Kit failures due to any third party, non recommended adhesive or Sealant, being used.
- Panel/part of Kit failures arising from third party, non recommended, cleaning products being used.
- Panel/part of Kit failures due to a lack of adequate or appropriate cleaning or maintenance.
- Panel/part of Kit failures due to a third party chemical contained within personal cleaning products such as hair dyes, shampoos, etc.

This Guarantee is subject to English law and to the exclusive jurisdiction of the English Courts.

We reserve the right to alter the technical specifications in our literature without prior notice.

THIS GUARANTEE DOES NOT AFFECT YOUR STATUTORY RIGHTS.

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