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## 15 YEAR\* RESIDENTIAL LIMITED AND 5 YEAR COMMERCIAL LIMITED GUARANTEE SHOWERWALL 10.5 MM THICK SHOWER PANELS

\*(Subject to registration of the purchase of the Panels (as defined below))

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 that the Showerwall 10.5mm thick panels (the “**Panels**”) will be free from defects caused as a direct result of faulty manufacture for the period:
  - (a) in the case of Panels installed in a domestic environment, of fifteen (15) years\* (the “**Registered Domestic Guarantee**”); and
  - (b) in the case of Panels installed in a commercial environment, of five (5) years (the “**Commercial Guarantee**”),in both cases from the date on which IDS invoices for the Panels (the “**Guarantee Period**”), subject to the exclusions and limitations set out below.

\*The 15 year term of the guarantee for Panels installed in a domestic environment is only applicable when the purchase of the Panels has been registered within 28 days of the installation of such Panels being completed (the “**28 Day Period**”). In the event that the purchase of the Panels is not registered within the 28 Day Period, the Guarantee Period for Panels that have been installed in a domestic environment will be five (5) years from the date on which IDS invoices for the Panels (the “**Non-Registered Domestic Guarantee**”). Registration of the purchase of the Panels can be made online via [www.showerwall.co.uk](http://www.showerwall.co.uk) or by returning the registration document contained within the product installation instructions.

2. If you run a business from your home, the five (5) year Guarantee Period only will apply.
3. The Panels are manufactured with care, however, if you experience any issues with your Panels 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 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 and you must allow reasonable access to such Panels 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](mailto:info@idsurfaces.co.uk) or by writing to IDS, Parkhouse Interchange, Parkhouse Ind Estate, Newcastle Under Lyme, Staffs ST5 7FB. IDS have the right to charge £75 to carry out an inspection of the Panels but in the event that the claim proves to be valid, this charge will be refunded.
4. Any claim under this guarantee must be accompanied by a copy of your original receipt as proof of purchase will be required. Please keep your receipt safe at all times following purchase.
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 who has had such Panels installed in their home or commercial environment (this is intended to include a consumer or a business who has a trade third party buy the Panels from IDS and install them 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.
  - A maximum 5 year residential/domestic use guarantee will apply where the purchase of the Panels is not registered within the 28 Day Period.
  - Where the purchase of the Panels is registered within 28 Days Period the further 10 year element of the guarantee will apply and the Guarantee Period will be 15 years from date on which IDS invoices for the Panels.
  - The defect does not arise as a result of the Purchaser's or any installer's negligence.
  - The Panel(s) has/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 being misused or abused, failure to properly check or install or maintain the Panel(s) 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 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, but 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, claims in respect of losses caused by IDS' negligence or faulty Panels, 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 Panels or refund of all or part of the value of the Panels (as set out in the original invoice for the Panels from IDS) (the "**Invoice Value**") (at IDS' sole discretion) for Panels which are found to be defective due to a manufacturing fault only during the first year of the Guarantee Period.
  - In relation to the limited fifteen (15) year residential use guarantee, (subject to the purchase of the Panels having been registered), during years two to fifteen of the Guarantee Period, IDS' liability under this guarantee will decrease by 6.67% 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, based on the limited fifteen (15) year residential use Guarantee Period, IDS' liability under this guarantee five years after invoice by IDS for the Panels will be limited to 66.7% of the Invoice Value and IDS' liability under this guarantee ten years after invoice of the Purchaser for the Panels will be limited to 33.3% of the Invoice Value and so on.
  - A corresponding proportional depreciating value system shall apply to a Non-Registered Domestic Guarantee and a Commercial Guarantee.
  - In relation to the Commercial Guarantee, 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, based on the Commercial Guarantee Guarantee Period, IDS' liability under this guarantee 3 years after invoice by IDS for the Panels will be limited to 40% of the Invoice Value.
  - In relation to the Non-Registered Domestic Guarantee, during years two to five of the Guarantee Period, IDS' liability under this guarantee will decrease by 10% 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, based on the Non-Registered Domestic Guarantee Guarantee Period, IDS' liability under this guarantee 3 years after invoice by IDS for the Panels will be limited to 70% of the Invoice Value.

## **7. Guarantee Conditions**

### **(a) Improper checking of Panels prior to installation**

All Panels and aluminium extrusions used at joints, ends or otherwise must be checked for visible defects and acceptability in all respects prior to and during installation. As is general practice, Panels 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. The Panels being used should be carefully checked that they are from the same batch prior to installation and that the Panels are a suitable colour match. In addition, the Panel edges/Panel profiles to ensure that no handling or transit damage has occurred.

### **(b) Storage of Panels Prior to Installation**

- Prior to installation, the Panels 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 Deg celcius.

### (c) Installation of Panels

- Short and long term performance of the Panels is closely linked to the quality of the installation. This guarantee is only applicable to justified claims if the Panels have been correctly installed, in all respects including any recommendations, as per the installation instructions provided with the Panel(s) and within the installation section on [www.showerwall.co.uk](http://www.showerwall.co.uk) (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 Panels.
- The Installation Instructions themselves must be followed in all respects. No claims under this guarantee for Panel defects will be accepted where the installation is not as per the Installation Instructions or where installation errors have been made.
- All instruction stated expansion gaps, edges and extrusions must be filled with a high quality silicon sealant (“**Sealant**”).
- Wood based panels expand and contract naturally. It is therefore necessary to leave a 3mm -4mm expansion gap between the Panels and a shower tray (where a Sureseal profile has not been used), bath, worktop, pipes, accessories, and within the aluminium extrusions so that the panels can expand and contract. These expansion gaps must be filled with Sealant. Sufficient Sealant must be used in order to ensure that the exposed panel ends are fully sealed.
- We can recommend Showerwall Silicon Sealant as a high quality silicon sealant. 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. Showerwall Silicon Sealant has a high degree of elasticity, which ensures that the bond remains firm during the natural expansion and contraction of the Panels. 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 Panels should be fitted to the battens using a suitable panel adhesive or mechanical fixings as per the product instructions provided. Again, we would recommend that the Showerwall Panel Adhesive is used.

### (d) Maintenance

- Correct post installation and ongoing care and maintenance of the Panels is also vital in relation to their performance and look.
- To maintain the Panels in good condition and ensure ongoing performance, the Panels and any visible sealant joints need to be cleaned on a regular basis. For this purpose, a suitable hard surface cleaner which is non abrasive and anti-bacterial should be used. The Showerwall “Superclean” Cleaner 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 failure that is as a result of incorrect or inappropriate maintenance products or techniques (including where the Panel has been affected by unsuitable or incompatible cleaners or chemicals) will be rejected.
- Please note that any exposed bottom edge sealant, where Showerwall Sureseal base trim has not been used, should be replaced at regular intervals in order to maintain the seal and to prevent water ingress to the Panel.

### (e) Abuse, misuse or wear and tear

- This guarantee does not cover any form of damage or effect on the Panels caused by abuse, misuse, neglect, alteration, accident or any handling or use of the Panels that is not consistent with either the Installation Instructions or care & maintenance instructions as set out above nor does it cover any form of damage or effect on the Panels 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 Panels (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.
- Damage to board edge profiles while handling or installing the Panels.

**(f) Material variances and ageing effects**

- Laminates are 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 -

- Moisture induced effects such as, but not limited to, surface laminate delamination and core board swelling or “blowing” resulting from ingress of water to the edges or core 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.
- Panel 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 defects that would have been visible at the point of installation and should have been dealt with prior to or during installation.
- Panel distortion resulting from inappropriate storage conditions or inappropriate storage methods of the Panels themselves.
- Panel failures due to any third party, non Showerwall recommended adhesive or Sealant, being used.
- Panel failures arising from third party, non Showerwall recommended, cleaning products being used.
- Panel failures due to a lack of adequate or appropriate cleaning or maintenance.
- Panel failures due to third party chemical contained within personal cleaning products such as hair dyes, shampoos, etc
- 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) or refund of all or part of the value of the Panels (as set out in the original invoice for the Panel(s) from IDS) (the “**Invoice Value**”) (at IDS’ sole discretion) for Panels which are found to be defective due to a manufacturing fault only during the Guarantee Period. IDS shall have no liability under this guarantee for any claims for lost time or the costs of stripping-out of faulty Panels or refitting of replacement Panels 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) which are the subject of the claim.
- Any Panels 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. No agreement to repair or replace any part or all of any Panels shall extend the Guarantee Period 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.

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**