

# SPLASHPANEL PVC WALL PANELLING

## 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 that Splashpanel panels (the “Panels”) 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. If you run a business from home, this guarantee will not 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 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 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. 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 (this is intended to include a consumer 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.
  - 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) 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, claims in respect of losses caused by IDS’ negligence or faulty product, and this guarantee shall not affect the Purchaser’s statutory rights.

## 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.

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 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 degree 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) (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 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 Panels 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 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 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 failure that is as a result of incorrect or inappropriate maintenance products or techniques (including where the Panels has/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 ingress 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 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 in 7(d) above 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 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**

- Splashpanels are an extruded PVC product 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 and 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 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 recommended adhesive or sealant, being used.
- Panel failures arising from third party, non 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 installer lost time, 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 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.

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.**