

LIMITED MANUFACTURING DEFECT WARRANTY

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 the initial purchaser from IDS (the “Purchaser”) that Elements3 and/or Elements12 solid surface sheets (the “Sheet(s)”, each a “Sheet”), will be free from defects caused as a direct result of faulty manufacture for the period of ten (10) years from the date on which IDS invoices for the Sheet(s) (the “Warranty Period”), subject to the exclusions and limitations set out below.

HOW TO CLAIM UNDER THIS WARRANTY

2. The Sheets are manufactured with care. However, if any issues with the Sheets are experienced and it is believed that the issue is directly attributable to a material or manufacturing fault within the Warranty Period, please contact IDS via their supplying IDS depot directly or via the info@elements3.co.uk email address within 30 days of the problem first being noticed or occurring. It is likely that IDS will wish to inspect the Sheets and/or finished product and the Purchaser must allow reasonable access in order for an inspection to take place. IDS have the right to make a charge to organise an independent inspection of the Sheet(s) if necessary but in the event that the claim proves to be valid, this charge will be refunded.
3. It is recommended that proof of purchase together with a copy of this warranty and any associated documentation are kept safe at all times following purchase. Proof of purchase will be requested prior to any investigation taking place.
4. The warranty is not transferable and the benefits of it may not be assigned to any third party. By this, we mean that the warranty is only valid for the Purchaser.

OBLIGATIONS OF THE PURCHASER

5. The Purchaser shall be obliged to examine the Sheet(s) for any visual defects or damage immediately on delivery and if any defects or damage are found then it is notified to the supplying IDS depot within 72 hours of receipt and provide copies of the related invoice and/or delivery note for the Sheets to IDS. If the Purchaser fails to report any defect or damage, the Sheets shall be deemed to have been accepted, except in the case of defects which could not have been detected when the Sheets were examined.
6. If such a defect is discovered later, it shall be reported immediately following its discovery; otherwise the Sheets shall be deemed to have been approved despite the defect.
7. If any defects are found prior to, at the point of, or during fabrication, then the fabrication must not commence or continue and the defects reported to the Purchaser’s supplying IDS depot immediately.
8. If the Sheet is processed further after the defect is realised (e.g. if the Sheets are bonded, jointed, machined, or holes are drilled in the material) or installed, the warranty will be void and no claims or losses will be entertained.
9. Notice of defects shall in all cases be given in written form precisely stating the individual alleged defects.
10. Defects notwithstanding, the Sheet(s) shall be accepted and stored appropriately to avoid damage or contamination. The Purchaser shall give IDS an opportunity to examine the allegedly defective goods.
11. IDS’s general terms and conditions of business shall apply in all other respects.

WARRANTY CONDITIONS & LIMITATIONS

12. The liability of IDS under this warranty is subject to the following:

- This warranty shall only extend to defects that are 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 negligence.
- The Sheet(s) ha(s)(ve) 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 Sheet(s) being misused, or abused, failure to properly check, fabricate, install or maintain the Sheet(s) in accordance with paragraphs (a) – (e) inclusive of the conditions set out below in paragraph 14.
- An IDS representative has, acting reasonably, validated that there is a claim to consider under this warranty.
- This warranty 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.
- This warranty does not confer any rights other than as expressly provided for in this warranty.
- IDS' liability under this warranty is limited to full or part of the value of the Sheet(s) (as set out in the original invoice for the Sheet(s) from IDS) (the "**Invoice Value**") (at IDS' sole discretion) for Sheet(s) which is/are found to have a defect as a direct result of faulty manufacture.
- This warranty is a depreciating value warranty in that for each Year (being a twelve month period from the date on which IDS invoices for the Sheet(s)) that passes prior to the defect becoming evident, and which is found to be caused as a direct result of faulty manufacture, the applicable warranty value will reduce proportionately for each Year since purchase of the Sheet(s).
- A full repair or replacement or refund (at IDS' sole discretion) is available only during the first year of the Warranty Period where a Sheet is found to have a defect as a direct result of faulty manufacture.
- By way of example:
 - The Warranty Period is ten (10) years. IDS' liability under this warranty within the first year of the Warranty Period will be 100% of the Invoice Value of the Sheet(s). During years two to ten of the Warranty Period, IDS' liability under this warranty will decrease by 10% of the Invoice Value each year and IDS' liability under this warranty in each year will be limited to the repair, replacement or refund (at IDS' sole discretion) to the decreased value for that year.
 - By way of example, IDS' liability under this warranty five years after invoice of the Sheet(s) by IDS will be limited to 50% of the invoice value.
- IDS shall have no liability under this warranty for any claims for the costs of stripping-out, refabricating, or refitting of Sheet(s), business closures, loss of revenue or non-trading periods experienced, or any other consequential or indirect loss or damage howsoever arising.
- IDS' maximum liability under this warranty shall not exceed the Invoice Value of the Sheet(s) which is/are the subject of the claim.
- Any Sheet(s) repaired or replaced by IDS pursuant to this warranty shall be covered by the terms of this warranty for the remainder of the Warranty Period of the original Sheet(s). No agreement to repair or replace any part or all of any Sheet(s) shall extend the Warranty Period of any warranty provided.

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

14. WARRANTY CONDITIONS

(a) Sheet(s) Warranty Information

Sheet(s) are produced to demanding, high specifications and stringent quality control procedures are in place to ensure that the Sheet(s) conform(s) to specification and industry norm standards including normal tolerances allowed for solid surface material products.

Any claims made that the Sheet(s) is/are subject to an issue which is claimed to be due to a manufacturing fault will be investigated in accordance with IDS procedures, (which include completion of an initial IDS customer complaint form and if required a site inspection conducted by an independent inspector), to clarify if a specific manufacturing fault exists with the supplied Sheet(s). Any independent inspection required would attract an agreed fee and which would initially be charged to the IDS customer. The fee would be refunded where a justified Sheet(s) manufacturing defect is confirmed as the cause of the issues complained of.

This warranty is only applicable to justified claims where the Sheet(s) ha(s)(ve) been correctly fabricated, finished and maintained as per the associated Elements fabrication & installation manual and care & maintenance guide which is available from IDS (the "**Manual**").

It is the Purchaser's responsibility to check the intended end use suitability of the Sheet(s) before the Sheet(s) is/are purchased, fabricated, and installed.

(b) Improper checking of sheets

The Sheet(s) and or adhesives must be checked for acceptability in all respects upon receipt of the Sheet(s) and also prior to fabrication & installation of them.

Claims for physical defects, colour / shade variances, or pattern variances that would be visually apparent prior to or at the point of fabrication or installation will be rejected as it is the responsibility of the Purchaser and/or the fabricator/installer of the product to check for any visual defects before fabricating & installing the Sheet(s).

Claims for physical defects, colour/shade variances, or pattern variances (for the avoidance of doubt, limited to Sheet(s) that are uniform in colour or shade or pattern only) will only be accepted where the Sheet(s) have not been installed, cut, machined or sanded and are still in their original format and condition as delivered by IDS.

(c) Fabrication & finishing

Fabrication and surface finishing of the Sheet(s) must be conducted in accordance with the Manual. No product fault claims will be accepted where fabrication, bonding, or installation errors are found.

Joint adhesives must be of the recommended type for the Sheet(s) as set out in the Manual. No warranty is given on any third party adhesives used with the Sheet(s).

(d) Abuse or misuse or wear and tear

This warranty does not cover any form of damage or effect on the Sheet(s) caused by abuse, inappropriate use, misuse, accident or excessive heating from permanent expose to a heat source.

The Sheet(s) is/are not ultimately scratch or wear proof and therefore appropriate care must be taken to avoid the Sheet(s) becoming scratched. Signs of scratches and daily wear and tear are inevitable during normal use and these become more obvious in the case of high-gloss and colour-intensive decors in comparison to other decors. For the Sheet(s) decors minor occasional dust inclusions cannot be ruled out due to the limitations of production procedures and therefore any claims relating to these dust inclusions will not be accepted.

Abuse, damage and incorrect maintenance includes (but is not limited to):

- Damage from tooling, knives, heavy sharp objects etc.
- Effects due to excessive heating.
- Scratches or damage to the product surface as a result of moving kitchen or furniture items & display units etc across the product.
- Impact damage as a result of dropping items onto the product;
- Discolouration as a result of extreme temperatures, from incorrect maintenance such as cleaning with inappropriate abrasive cleaning agents, and normal dulling of the Sheet(s) finish due to repetitive contact wear.
- Damage or staining from spillages of aggressive chemicals or fluids.

(e) Care & Maintenance

Correct post installation, and on-going, care and maintenance are also vital in relation to the performance and look of the Sheet(s). Maintenance must be in accordance with the Manual.

Any claims for Sheet(s) failure that are the result of using incorrect or inappropriate maintenance products or techniques will be rejected.

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

IF YOU ARE A CONSUMER, THIS WARRANTY DOES NOT AFFECT YOUR STATUTORY RIGHTS.

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