



SPAPANEL™
Don't tile it. Spapanel it.

PRODUCT WARRANTY

Spapanel™ WALLS

CLASSIC RANGE, PLUS & PHOTO WALL RANGES

Spapanel if installed, used, designed and maintained in accordance with our published Installation Instructions and BRANZ Appraisal comes with a 15 Year Panel Integrity Warranty.

In the event of a successful claim under your **Spapanel** guarantee, we will replace the panels, but will only cover any claims for consequential costs under exceptional circumstances where a defective panel prohibits ordinary use of the surrounding area.

Guarantee Conditions & Limitations

1. 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 Spapanel within 30 days of the problem first being noticed or occurring. It is likely that your original supplier and/or Spapanel 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 SPAPANEL should be contacted by email at info@Spapanel.com.au Spapanel have the right to charge the required amount of travelling expenses to carry out an inspection of the Panels but in the event that the claim proves to be valid, this charge will be refunded.
2. 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.
3. 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 Spapanel and install them on their behalf) (the "Purchaser").
4. 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 Spapanel's negligence or faulty product, and this guarantee shall not affect the Purchaser's statutory rights.

Guarantee Conditions

(a) Improper checking of Panels prior to installation

- All Panels and aluminum 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.

(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 Celsius.

(c) Installation of Panels

- The Installer must always follow the BCA Guidelines in conjunction with the Spapanel Installation Instructions.
- Dry fit Hydrolock tongue and groove jointed boards prior to final installation to ensure a flush finish and ensure tightly butted joints.
- Flaws or defects in laminate – although unlikely. Where protective poly coating has text over printed, this should be removed to check the laminate.
- 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.spapanel.com.au (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 and the BRANZ Appraisal 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 expansion gaps, edges and extrusions must be filled with our recommended silicone sealant.
- Spapanel recommended Silicone Sealant and Adhesive should always be used as set out in our Installation Instructions and BRANZ Appraisal at all times. All alternative products used are at the risk and adjustment of the installer or end user. Any claims where Spapanel recommended products have not been used will result in all claims becoming invalid.

(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. **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 the Sealant 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 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 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.

Guarantee Limitations

- 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 Spapanel recommended adhesive or Sealant, being used.
- Panel failures arising from using abrasive or strong chemical cleaning products being used.
- Panel failures due to a lack of adequate or appropriate cleaning or maintenance.

- This guarantee does not confer any rights other than as expressly provided for in this guarantee. Spapanel's 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 Spapanel) (the "**Invoice Value**") (at Spapanel's sole discretion) for Panels which are found to be defective due to a manufacturing fault only during the Guarantee Period. Spapanel 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.
- Spapanel's 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 Spapanel 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 Spapanel 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.

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

THIS GUARANTEE DOES NOT AFFECT YOUR STATUTORY RIGHTS

