



SpecSure[®] – terms and conditions

1. Overview

Saint-Gobain Construction Products (Ireland) Limited, trading as Gyproc (Company No. 11815) (“Gyproc”) warrants to the end-user (“Purchaser”) that the System, for the lifetime of the building (as defined below) from the date that the Purchaser is invoiced for the Products (the “Warranty Period”), will be free from defects caused as a direct result of faulty manufacture, subject to the exclusions and limitations set out below.

SpecSure[®] is a warranty that confirms Gyproc systems will perform as specified for the lifetime of the building.

SpecSure[®] is our guarantee that the Gyproc system you have chosen:

- Comprises only components that are designed to work together to deliver the specified level of performance
- Has been developed utilising the technical expertise and experience of Gyproc, one of Ireland’s leading drylining specialists
- References claimed performances that have been tested in UKAS accredited fire, acoustic and structural test laboratories. We regularly retest our Products to ensure consistency of performance when incorporated within our Systems
- Will be supported, on and off-site, as required at every stage of the project by our team of drylining technical experts
- Will achieve every performance as claimed and will continue to do so throughout the life of the building
- Will be repaired or replaced by Gyproc in the unlikely event of System performance failure attributed to a defective Product

2. Definitions

2.1 Warranty Period is specified as the Lifetime of the building – defined as a period of 70 years from the date that the Purchaser is invoiced for the Products.

2.2 Gyproc systems covered by the **SpecSure[®]** warranty:

- Systems comprised of genuine components specified by Gyproc and installed as stipulated with installation instructions provided in The White Book, on gyproc.ie or in written guidance provided by our technical support team

- The Systems must comprise only genuine components specified by Gyproc, including any specifically defined components supplied by third parties
- Any manufacturing defects of third party supplied Products remain the responsibility of the third party supplier and are not covered by **SpecSure[®]** warranty. The Purchaser should contact the third party supplier directly for details of relevant Product warranty coverage

2.3 Gyproc Specifications – detailed technical specification document downloaded from the Gyproc White Book Specification Selector or provided by the Gyproc Technical Support Team. This Technical Specification stipulates all Products used within a System. These must be used to achieve the stated performance and the **SpecSure[®]** System warranty.

The technical specification document should be approved by the project design and management authority before use to ensure it meets their specific project requirements. It should also be read in conjunction with current literature available at gyproc.ie. The technical specification document is valid at the time of issue, please check with Gyproc for the latest version.

3. The liability of Gyproc under this warranty is subject to the following conditions:

- This warranty shall only extend to defects as a direct result of Product manufacture or specification guidance and not to any other defects or faults
- The defect does not arise as a result of the Purchaser’s or any installer’s (“Installer”) negligence
- The defect does not arise as a result of poor or incorrect installation
- The defect does not arise through exposure to conditions applied to the Products as a result of the building’s design and/or the building’s environment that are outside of the specified performance requirements and/ or any latent design defect in the building structure that the System is installed in
- The defect is not caused by addition or interaction with components or Systems outside of the stated configuration of the System within Gyproc guidance. This includes defects in either manufacturing or design of third party components where they are specifically defined within a Gyproc specification. Product warranty coverage of any third party supplied component should be obtained directly from the third party component supplier

- The System has not been previously installed in another location
- Repair has not been undertaken by anyone other than Gyproc or an authorised representative of Gyproc in relation to claims made under the **SpecSure®** warranty
- The defect does not arise as a result of the System being misused, abused, or through failure to properly check correct install or maintenance of Products in accordance with the requirements as set out in current guidance detailed on gyproc.ie or from written guidance provided by our technical support team
- A Gyproc representative has, acting reasonably, validated the claim under the 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. Where the Purchaser is a consumer, the Purchaser has certain statutory rights regarding the return of defective Products, claims in respect of losses caused by Gyproc's negligence or faulty Product, and this warranty shall not affect the Purchaser's statutory rights as a consumer
- This warranty does not confer any rights other than as expressly provided for in this warranty. Gyproc's liability under this warranty is limited to the repair or replacement of the Products (at Gyproc's sole discretion) which are found to be defective due to a manufacturing fault during the Warranty Period. Gyproc shall have no liability under this warranty for any claims for the costs of stripping-out or refitting of Products or any other loss or damage howsoever arising (whether direct, indirect or consequential)
- Gyproc's maximum liability under this warranty shall not exceed the invoice value of the Products which are the subject of the claim. Any Products repaired or replaced by Gyproc pursuant to this warranty shall be covered by the terms of this warranty for the remainder of the Warranty Period of the original Products. No agreement to repair or replace any part or all of any Products shall extend the period of coverage of any warranty provided

4. How to claim under this warranty

If there is a problem with the System the Purchaser should initially contact the supplier from whom they purchased the Products or the installer who installed the System for them. In the event of Products or Systems proving to be defective as a direct result of faulty manufacture, the Purchaser should contact Gyproc on tech.ie@saint-gobain.com within 28 days of the date that the defect arose or became apparent.

Prior to contacting Gyproc, the Purchaser must have attempted to contact their supplier and or Installer to report the issue and request their initial inspection of the System. Following this, if it is believed that a manufacturing defect is the cause of the problem, the Purchaser must supply Gyproc full details of the date of purchase of the Products, their supplier and installer of the Products and documented proof of purchase.

It is likely that the supplier/installer/Gyproc will wish to inspect the defective System and the Purchaser will be asked to provide evidence that components are genuine in line with the Gyproc specification and to allow reasonable access to the defective System in order for such inspection to take place. It is recommended that proof of purchase together with a copy of this warranty and any associated documentation are kept in a safe place.

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

5. Gyproc's Product Warranty Information

Products are produced to defined specifications and quality control procedures are in place to ensure that the Products conform to specification and industry norm standards. Details of industry norm statements and tolerances are advised of within the White Book guidance on gyproc.ie

Any claims made that the Products within a System are subject to a manufacturing fault will be investigated in accordance with Gyproc's procedures, (which includes completion of an initial Gyproc customer site inspection form), to clarify if a specific proven manufacturing fault exists with the supplied Products.

This warranty is only applicable to claims where the Products have been correctly installed as a System. For the warranty to be applicable to any claim then the Products must have been checked and recorded as installed correctly by the installer upon building completion and maintained as per the instructions provided.

6. Improper checking of Products

The Products must be checked for acceptability in all respects prior to installation. 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 Product to check for any visual defects before installing the Products.

7. Environmental moisture/humidity variances

The System is sensitive to moisture or humidity changes. Any exposure to inappropriate levels of atmospheric moisture, humidity or temperature can result in the System, or component Products within it, moving by expanding or contracting. Any effects that are a result of inappropriate levels of, or fluctuations in the levels of moisture, humidity or temperature are not a result of a manufacturing defect and therefore not covered by the warranty.

Furthermore, the Products purchased should be appropriately moisture checked prior to installation and an appropriate period of acclimatisation should take place to ensure equilibrium moisture compatibility levels with both the sub floor and room atmospheric conditions have been achieved before installing the Products. This warranty is only applicable if the guidelines and recommendations relating to acclimatisation and moisture compatibility levels that are provided within the Installation Instructions for the Products, have been followed and confirmed with original written documentation of Product moisture checks being conducted and suitability levels recorded prior to installation of the Product.

7.1 - Building design and environment

The Systems are purpose designed, developed and tested in accordance with clearly designed performance specifications and standards, as detailed in the current Gyproc White Book or Gyproc White Book Specification Selector.

Defects of the Products or Systems caused by the building design and/or the building environment are not covered by the warranty, including but not limited to building movement or failure of related third party proprietary components within the structure.

7.2 - Installation

Short and long term performance of the System is closely linked to the quality of the installation. This warranty is only applicable to justified claims if the Products have been correctly installed and as configured as a System in all respects including any installation guidance in accordance with gyproc.ie or from written guidance provided by our Technical Support Team.

It is ultimately the responsibility of the Installer to ensure that he/she is familiar with the correct procedure for installation of the Products.

8. Abuse or misuse or wear and tear

This warranty does not cover any form of damage or effect on the System caused by abuse, misuse, accident or any handling or use of the Products that is not consistent with the installation instructions nor does it cover any form of damage or effect on the System caused by normal wear and tear across the entire warranty period.

Abuse, damage and incorrect maintenance include but is not limited to:

-Staining

- Impact damage from such items as furniture
- Scratches or damage to the surface as a result of pets claws or sharp or pointed items
- Discolouration as a result of extreme temperatures or heat
- Damage from spillages of fluids or excesses of moisture or humidity
- Damage from excessive weight or loading