



# SpecSure® terms and conditions

## 1 Overview

Saint-Gobain Construction Products UK Limited, trading as British Gypsum (Company No. 734396) ("British Gypsum") and Saint-Gobain Isover UK Limited (Company No. 10442670) ("Isover") warrant 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 the Systems will perform as specified for the Lifetime of the building.

**SpecSure®** is our promise that the System you have chosen:

- Comprises only components manufactured or specified by British Gypsum and Isover that are designed to work together to deliver the specified level of performance;
- Has been developed utilising the technical expertise and experience of British Gypsum and Isover, drylining and insulation 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 and insulation technical experts;
- Will achieve every performance as claimed and will continue to do so throughout the Lifetime of the building;
- Will be repaired or replaced by British Gypsum and Isover in the unlikely event of System performance failure attributed to a defective Product.

"System(s)" means the internal wall, ceiling or encasement system consisting of British Gypsum and Isover products only and designed by British Gypsum and Isover to perform in accordance with the specification.

"Gyproc Firestopping" – a range of products sold by British Gypsum designed to reinstate fire performance when services penetrate fire resistant constructions, in new build British Gypsum and Isover Systems. You can access the Gyproc Firestopping UKTA certificates and supporting resources which can be found on the website [british-gypsum.com/gyproc-firestopping](http://british-gypsum.com/gyproc-firestopping)

"Products" – the products manufactured or sold by British Gypsum and/or Isover that form the System.

## 2 Definitions

2.1 Warranty Period is specified as the Lifetime of the building – defined as a period of:

60 years for British Gypsum Systems;

25 years for Gyproc Firestopping in our new build Systems.

from the date that the Purchaser is invoiced for the Products.

The provisions made in the United Kingdom Technical Assessment for Gyproc Firestopping are based on an assumed working life of the (product) of 25 years, provided that the conditions laid down in the manufacturers datasheet and instructions for the packaging/transport/storage/installation/use/repair are met.

2.2 British Gypsum Systems covered by the **SpecSure®** warranty:

Systems comprised of genuine components specified by British Gypsum and Isover and installed as stipulated with installation instructions provided in The White Book, on [british-gypsum.com](http://british-gypsum.com), [isover.co.uk](http://isover.co.uk) or in written guidance provided by our technical support team

The Systems must comprise only genuine components specified by British Gypsum and Isover, 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 "Specifications" – detailed technical specification document downloaded from the British Gypsum White Book Specification Selector or provided by the British Gypsum and Isover Technical Support Team. This Specification stipulates all Products used within a System. These must be used to achieve the stated performance and the **SpecSure®** System warranty.

Technical documents officially provided to you in writing e.g. project packs, wall type matrix, standard details, project specific details, test reports and classification reports, will be covered by **SpecSure®** warranty.

# SpecSure® terms and conditions

The 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 [british-gypsum.com](http://british-gypsum.com) and [isover.co.uk](http://isover.co.uk). The technical specification document is valid at the time of issue, please check with British Gypsum and/or Isover for the latest version.

### 3 The liability of British Gypsum and Isover 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 British Gypsum and Isover guidance. This includes defects in either manufacturing or design of third party components where they are specifically defined within a 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 British Gypsum or Isover or an authorised representative of British Gypsum or Isover 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 [british-gypsum.com](http://british-gypsum.com) or from written guidance provided by our technical support team;

A British Gypsum and Isover 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 and is not acquiring the System for business or commercial premises, the Purchaser has certain statutory rights regarding the return of defective Products, claims in respect of losses

caused by British Gypsum or Isover'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. British Gypsum and Isover's liability under this warranty is limited to the repair or replacement of the Products (at British Gypsum's sole discretion) which are found to be defective due to a manufacturing fault during the Warranty Period. British Gypsum and Isover 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);

British Gypsum and Isover'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 British Gypsum or Isover 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 British Gypsum and Isover on [bgtechnical@saint-gobain.com](mailto:bgtechnical@saint-gobain.com) within 28 days from the date that the defect arose or became apparent.

Prior to contacting British Gypsum and Isover, 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 British Gypsum and Isover 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/British Gypsum and Isover will wish to inspect the defective System and the Purchaser will be asked to provide evidence that components are genuine, in line with the British Gypsum specification and to allow reasonable safe access to and egress from 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.

# SpecSure® terms and conditions

The Purchaser must obtain and to provide to British Gypsum/Isover a minimum of 3 bona fide quotations for remedial works that are covered under the terms of the Warranty. No liability for any costs or expenditure under the terms of the Warranty will be accepted unless specifically agreed in advance and in writing by British Gypsum/Isover.

## 5 British Gypsum's and Isover 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 [british-gypsum.com](http://british-gypsum.com). British Gypsum/Isover will be the sole arbiters in determining compliance with the specifications.

Any claims made that the Products within a System are subject to a manufacturing fault will be investigated in accordance with British Gypsum's and Isover's procedures, (which includes completion of an initial British Gypsum 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 not performing as specified. 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 stored and handled in accordance with relevant Product/System literature.

## 7.1 Building design and environment

The Systems are designed, developed and tested in accordance with clearly designed performance specifications and standards, as detailed in the current British Gypsum White Book or British Gypsum 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 [british-gypsum.com](http://british-gypsum.com) 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.

# SpecSure<sup>®</sup> terms and conditions

## 9 This Warranty

- 9.1 and any dispute and/or any non-contractual obligations or disputes arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of England and Wales, and the courts shall have exclusive jurisdiction in all matters relating to this warranty (whether of a contractual or tortious nature or otherwise including without limitation in relation to any non-contractual obligations) save where the premises are in Scotland, in which event this warranty and any dispute and/or any non-contractual obligations or disputes arising out of or in connection with it shall be governed by and construed in all respects in accordance with Scottish Law;
- 9.2 may be assigned by the Purchaser of the building provided that British Gypsum and Isover are notified in writing of such assignment, which shall be effected by sending written notice to British Gypsum and Isover;
- 9.3 British Gypsum and Isover reserve the right to amend the terms and conditions without notice. Any such amendments will not apply retrospectively to any existing warranty.
- 9.4 The failure of British Gypsum and/or Isover to exercise or enforce any right under this warranty shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.