

DuraPanel[®]

The clever alternative to tiles



welcome to **DuraPanel**[®]

It's reassuring to know that no matter how hectic everyday life is becoming, the team at DuraPanel haven't forgotten the importance of traditional service. That's why we keep such extensive stocks of everything shown in our catalogue, and why we make sure we have the most efficient delivery service available. We also offer first rate technical back-up and the finest after-sales support to make sure you get pleasure out of your bathroom panels for years to come.

Innovation is at the very core of our structure. We believe in challenging the status quo and are prepared for constant change by leading the way in launching products to a wonderfully innovative market. The urge for improvement is at the very centre of our culture and in dynamic times we are simply proud of being that little bit different.

The DuraPanel range is a clever alternative to tiles. They look great, are quick and easy to install and once fitted you don't have to ever worry about grouting or removing dirt, that's it done. Complete the look with our stunning click flooring range, also featured within this brochure.

DuraPanel is a family owned business with 20 years' experience in the ever-changing world of bathrooms and you will find us helpful and professional. In every transaction we strive to go the extra mile to ensure all our customers enjoy the same level of impeccable personal service, and individual attention.

OUR ENVIRONMENTAL RESPONSIBILITY

Here at DuraPanel, we take our environmental responsibility very seriously and are always looking at ways to improve our operations to make the company even more environmentally friendly.

We know that responsible and sustainable development makes sense. We carefully select suppliers who comply with sustainability , and we use timber within our products from FSC accredited suppliers.

Our commitment to the environment is at the core of everything we do.

FSC®certified timber. FSC-C134890



Contents

DuraPanel Range

Waterproof System	4 - 5
Duralock	6
Colours at a glance	7
Natural Collection	8 - 11
Classic Collection	12 - 15
Premium Collection	16 - 17
Tile Collection	18 - 20
DuraPanel Kits	21 - 22
Extrusion Range	23
PVC Wide Panels	24 - 27
Adhesive & Sealant	28
Flooring Collection	29 - 33
<i>Full Terms & Conditions</i>	34

Why tile when you can *DuraPanel*?

	Tiles	<i>DuraPanel</i>
Washable	✓	✓
Completely waterproof	✓	✓
Quick and easy installation	✗	✓
No grouting	✗	✓
Easy cleaning	✗	✓
Suitable to install over existing tiles	✗	✓
Simple to work with	✗	✓
Budget friendly	✗	✓
Easy to cut	✗	✓
Lightweight	✗	✓
Low maintenance	✗	✓
Hygienic	✗	✓
Warm to touch	✗	✓

Waterproof Panelling System

The product at a glance

DuraPanel brings you a range of Naturally inspired surfaces delivered through a clever waterproof system

Cost Effective

Compared to tiles DuraPanel is a fast and hassle-free installation which saves money on installation costs.

Easy Installation

Able to be installed by anyone competent at DIY. Simply cut the panels to size and fix them to a wall or even install them over the existing tiles – as easy as that.

44 Different Decors

Large range of naturally inspiring colours - all available from stock.

Low Maintenance

DuraPanel is easy to clean and maintain. No grout lines to go mouldy.

No Grout

Unlike tiles no grout is required to fit the DuraPanel system which means no mouldy grout.

Innovation

We are committed to challenging the status quo and lead the way in launching new innovative products.



Duralock. The clever tongue & groove click system

- Our unique Duralock tongue & groove system is a clever click T/G, rather than traditional straight slip join.
- Duralock is available on all our plywood core panels, and ensures a seamless, practically invisible join.

*A diagram of our
Duralock click system*



The Colours at a Glance

Natural Collection



Gunmetal
Shimmer



Calacatta
Marble Gloss



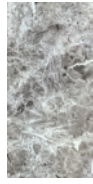
Carrara Marble
Gloss / Matt



Nero
Graphite



Ferro
Graphite



Cappuccino
Marble Gloss



Veneto
Concrete

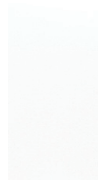


Grey
Bonito

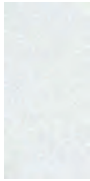
Classic Collection



White Sparkle
Gloss



White
Gloss / Matt



Frost White
Gloss



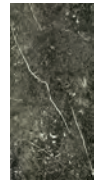
Black Sparkle
Gloss



Travertine
Gloss / Matt



Riven
Slate



Black
Marble

Premium Collection



Light
Marble



Silver
Cloud



Medium
Linen



Dark
Linen

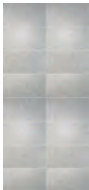
Tile Collection



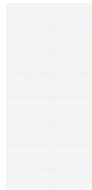
Taupe
Cement



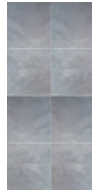
Concrete
Elements



Urban
Marble



White Silk
Gloss



Natural
Slate

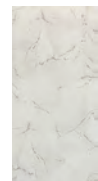


White Marble
Matt

PVC Collection



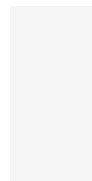
Capri Light Gray
Matt



Carrara Marble
Gloss



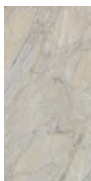
Concrete Beige
Matt



White
Gloss



Grey
Marble



Pergamon
Marble



White Diamond
Stone



White
Marble

Natural Collection



Grey Bonito



Cappuccino Marble



Natural Collection



Gunmetal
Shimmer



Calacatta Marble
Gloss



Carrara Marble
Gloss / Matt



Nero
Graphite



Example with Gunmetal Shimmer

Note:
The colour samples shown here are a representation
of the actual finish from a small part of the panel.

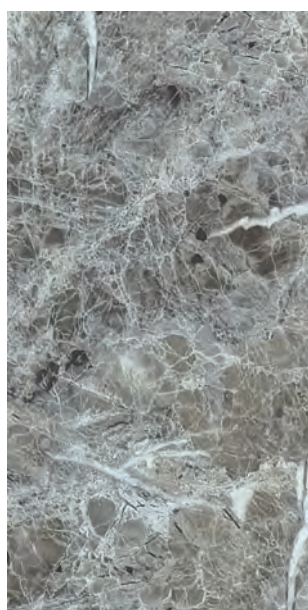
Natural Collection

Colour	Type	Size	Sealant Colour	Product Code	Price Group
Gunmetal Shimmer	Square Edge	2400x1200x11mm	Light Grey	9.138	3
	Duralock	2400x1185x11mm	Light Grey	9.238	3
Calacatta Marble Gloss	Square Edge	2400x1200x11mm	White	9.141	3
	Duralock	2400x1185x11mm	White	9.241	3
Carrara Marble Gloss	Square Edge	2400x1200x11mm	White	9.142	3
	Duralock	2400x1185x11mm	White	9.242	3
Carrara Marble Matt	Square Edge	2400x1200x11mm	White	9.147	3
	Duralock	2400x1185x11mm	White	9.247	3
Nero Graphite	Square Edge	2400x1200x11mm	Anthracite	9.143	3
	Duralock	2400x1185x11mm	Anthracite	9.243	3

Natural Collection



Ferro
Graphite



Cappuccino Marble
Gloss



Veneto
Concrete



Grey
Bonito



Example with Ferro Graphite

*Note:
The colour samples shown here are a representation
of the actual finish from a small part of the panel.*

Natural Collection

Colour	Type	Size	Sealant Colour	Product Code	Price Group
Ferro Graphite	Square Edge	2400x1200x11mm	Beige	9.144	3
	Duralock	2400x1185x11mm	Beige	9.244	3
Cappuccino Marble Gloss	Square Edge	2400x1200x11mm	Light Grey	9.145	3
	Duralock	2400x1185x11mm	Light Grey	9.245	3
Veneto Concrete	Square Edge	2400x1200x11mm	Light Grey	9.146	3
	Duralock	2400x1185x11mm	Light Grey	9.246	3
Grey Bonito	Square Edge	2400x1200x11mm	Light Grey	9.149	3
	Duralock	2400x1185x11mm	Light Grey	9.249	3

Classic Collection



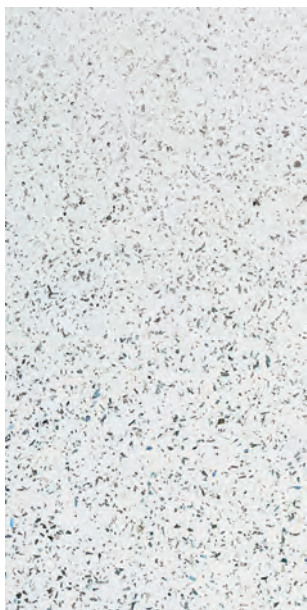
Riven Slate



Frost White



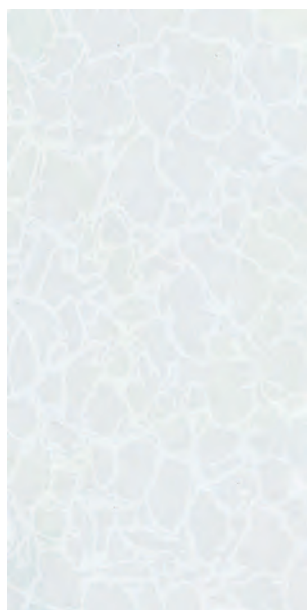
Classic Collection



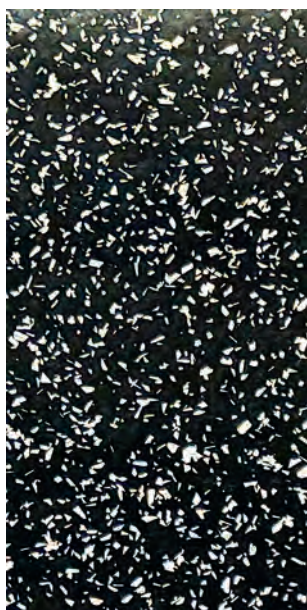
White Sparkle
Gloss



White
Gloss / Matt



Frost White
Gloss



Black Sparkle
Gloss



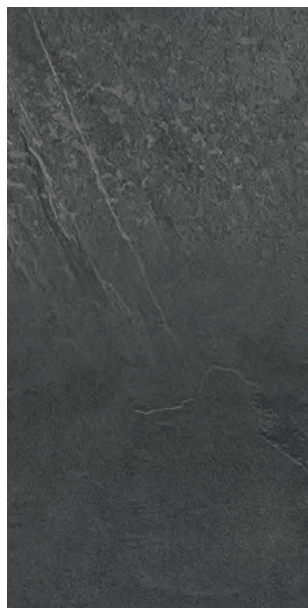
Example with White Sparkle Gloss

Note:
The colour samples shown here are a representation
of the actual finish from a small part of the panel.

Classic Collection

Colour	Type	Size	Sealant Colour	Product Code	Price Group
White Sparkle Gloss	Square Edge	2400x1200x11mm	White	9.101	1
	Duralock	2400x1185x11mm	White	9.201	1
White Gloss	Square Edge	2400x1200x11mm	White	9.104	1
	Duralock	2400x1185x11mm	White	9.204	1
White Matt	Square Edge	2400x1200x11mm	White	9.148	1
	Duralock	2400x1185x11mm	White	9.248	1
Frost White Gloss	Square Edge	2400x1200x11mm	White	9.103	1
	Duralock	2400x1185x11mm	White	9.203	1
Black Sparkle Gloss	Square Edge	2400x1200x11mm	Anthracite	9.102	1
	Duralock	2400x1185x11mm	Anthracite	9.202	1

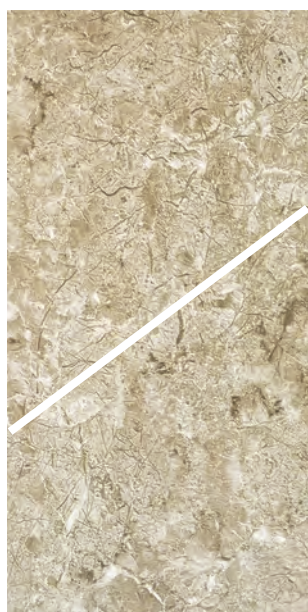
Classic Collection



Riven
Slate



Black
Marble



Travertine
Gloss / Matt



Example with Travertine Gloss / Matt

*Note:
The colour samples shown here are a representation
of the actual finish from a small part of the panel.*

Classic Collection

Colour	Type	Size	Sealant Colour	Product Code	Price Group
Riven Slate	Square Edge	2400x1200x11mm	Anthracite	9.107	1
	Duralock	2400x1185x11mm	Anthracite	9.207	1
Black Marble	Square Edge	2400x1200x11mm	Anthracite	9.108	1
	Duralock	2400x1185x11mm	Anthracite	9.208	1
Travertine Gloss	Square Edge	2400x1200x11mm	Beige	9.106	1
	Duralock	2400x1185x11mm	Beige	9.206	1
Travertine Matt	Square Edge	2400x1200x11mm	Beige	9.105	1
	Duralock	2400x1185x11mm	Beige	9.205	1

Premium Collection

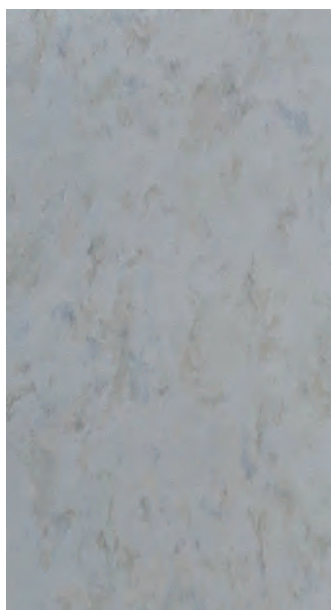


Silver Cloud



Medium Linen

Premium Collection



Light
Marble



Silver
Cloud



Medium Linen



Dark Linen



Example with Light Marble

Note:
The colour samples shown here are a representation
of the actual finish from a small part of the panel.

Premium Collection

Colour	Type (See Code)	Size	Sealant Colour	Product Code	Price Group
Light Marble	Square Edge	2400x1200x11mm	White	9.110	2
	Duralock	2400x1185x11mm	White	9.210	2
Silver Cloud	Square Edge	2400x1200x11mm	Light Grey	9.109	2
	Duralock	2400x1185x11mm	Light Grey	9.209	2
Medium Linen	Square Edge	2400x1200x11mm	Light Grey	9.125	2
	Duralock	2400x1185x11mm	Light Grey	9.225	2
Dark Linen	Square Edge	2400x1200x11mm	Grey	9.123	2
	Duralock	2400x1185x11mm	Grey	9.223	2

Tile Collection



Taupe Cement



White Marble

Urban Marble



Tile Pattern Collection



White Silk Gloss

Urban Marble

Concrete Elements

Taupe Cement

Natural Slate

White Marble Matt



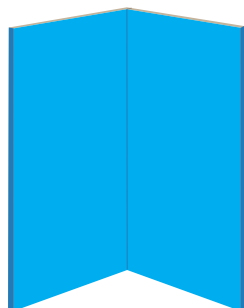
Example with Natural Slate

Tile Pattern Collection

Colour	Type	Panel Size	Tile size	Code
Taupe Cement	T&G	2400H x 600W	300H x 600W	18.203
Concrete Elements	T&G	2400H x 600W	300H x 600W	18.204
Urban Marble	T&G	2400H x 600W	300H x 600W	18.205
White Silk Gloss	T&G	2400H x 600W	300H x 600W	18.202
Natural Slate	T&G	2400H x 600W	600H x 600W	18.207
White Marble Matt	T&G	2400H x 600W	600H x 600W	18.201

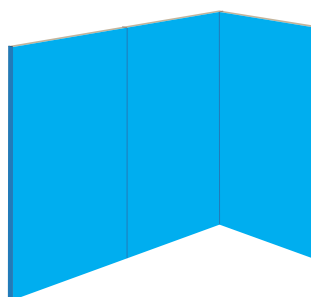
DuraPanel® Kits

Choosing your kit is easy. Simply pick your kit and state your chosen panel colour. Trims will be polished Chrome unless stated on the order.



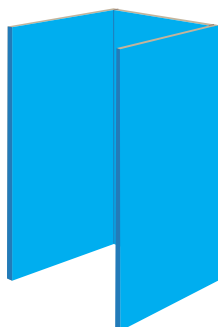
Corner Kit (Code: 15.001)

- 2 x Square Edge Panels
- 1 x Internal corner
- 2 x End caps
- 3 x Tubes of adhesive & sealant



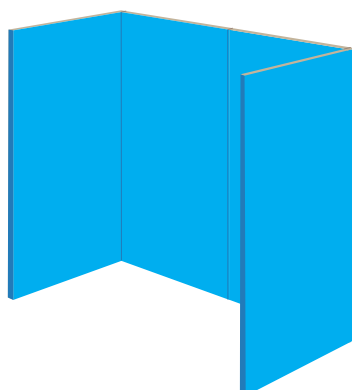
Large Corner Kit (Code: 15.002)

- 2 x 2400x1200 Duralock
- 1 x 2400x1200 Square Edge panel
- 1 x Internal corner
- 2 x End caps
- 5 x Tubes of adhesive & sealant



1200 Recess (Code: 15.003)

- 3 x Square Edge panels
- 2 x Internal corners
- 2 x End caps
- 5 x Tubes of adhesive & sealant



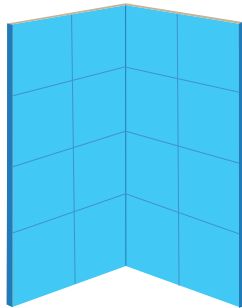
Large Recess (Code: 15.004)

- 2 x 2400x1200 Square Edge panels
- 2 x 2400x1200 Duralock panels
- 2 x internal corners
- 2 x end caps
- 6 x tubes of adhesive & sealant



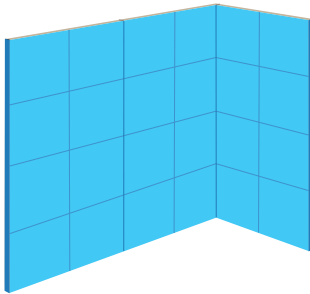
DuraPanel[®] Tile Pattern Kits

Choosing your tile pattern kit is easy. Simply pick your kit and state your chosen panel colour. Trims will be polished Chrome unless stated on the order.



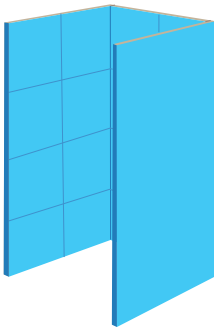
Corner Kit (Code: 15.101)

4 x 2400 x 600 duralock T/G panels
1 x Internal corner
2 x End caps
3 x Tubes of adhesive & sealant



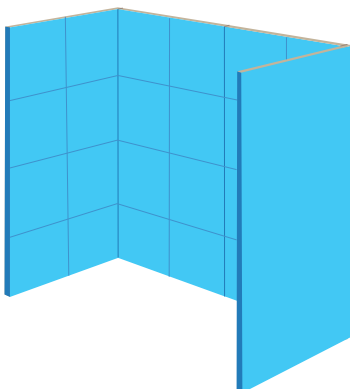
Large Corner Kit (Code: 15.102)

6 x 2400 x 600 duralock T/G panels
1 x Internal corner
2 x End caps
5 x Tubes of adhesive & sealant



1200 Recess (Code: 15.103)

6 x 2400 x 600 duralock T/G panels
2 x Internal corners
2 x End caps
5 x Tubes of adhesive & sealant



Large Recess (Code: 15.104)

8 x 2400 x 600 duralock T/G panels
2 x internal corners
2 x end caps
6 x tubes of adhesive & sealant



Extrusion Range

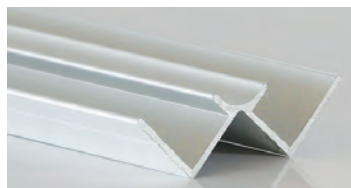
Extrusions - 11mm Aluminium



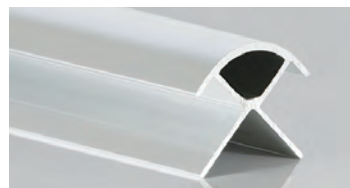
End U - Polished Chrome



H Join - Polished Chrome



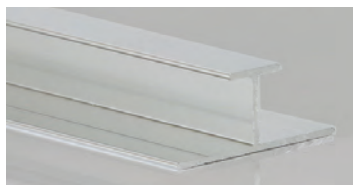
Internal Corner- Polished Chrome



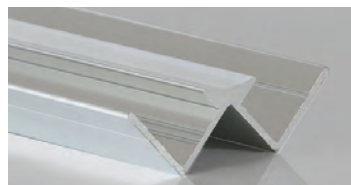
External Corner- Polished Chrome



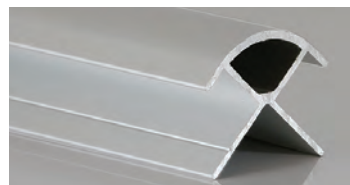
End U - Satin Anodised



H Join - Satin Anodised



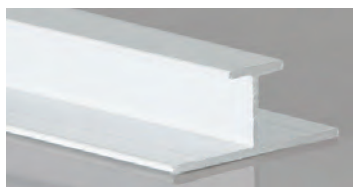
Internal Corner- Satin Anodised



External Corner- Satin Anodised



End U - White



H Join - White



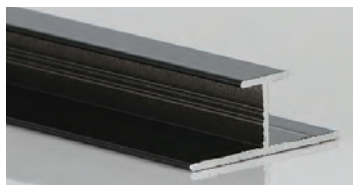
Internal Corner - White



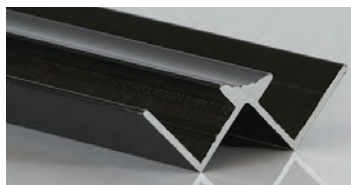
External Corner- White



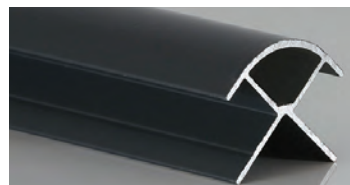
End U - Black



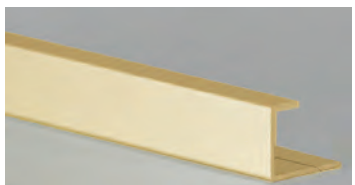
H Join - Black



Internal Corner - Black



External Corner - Black



End U - Brushed brass



H Join - Brushed brass



Internal Corner - Brushed brass



External Corner - Brushed brass

*Note:
The colour samples shown here are a representation
of the actual finish from a small part of the panel.*

Type:	Colour	Length	Product Code
End U	Polished Chrome	2400mm	5.101
H Join	Polished Chrome	2400mm	5.102
Internal Corner	Polished Chrome	2400mm	5.103
External Corner	Polished Chrome	2400mm	5.104
End U	Satin Anodised	2400mm	5.205
H Join	Satin Anodised	2400mm	5.206
Internal Corner	Satin Anodised	2400mm	5.207
External Corner	Satin Anodised	2400mm	5.208
End U	White	2400mm	5.309
H Join	White	2400mm	5.310
Internal Corner	White	2400mm	5.311
External Corner	White	2400mm	5.312

Type:	Colour	Length	Product Code
End U	Black	2400mm	5.413
H Join	Black	2400mm	5.414
Internal Corner	Black	2400mm	5.415
External Corner	Black	2400mm	5.416
End U	Brushed brass	2400mm	5.517
H Join	Brushed brass	2400mm	5.518
Internal Corner	Brushed brass	2400mm	5.519
External Corner	Brushed brass	2400mm	5.520

PVC Wide Panel



Concrete Beige Matt



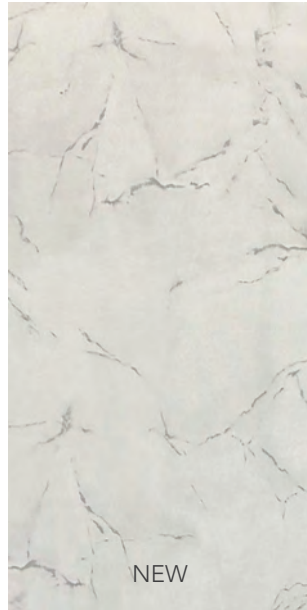
Grey Marble



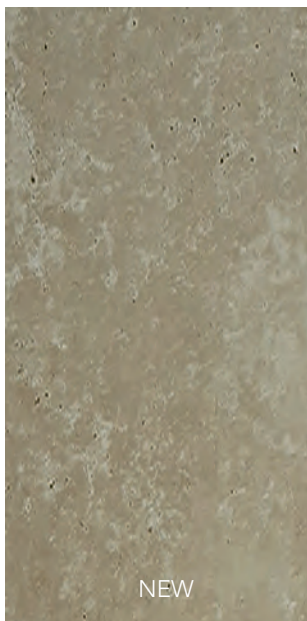
PVC Wide Panel



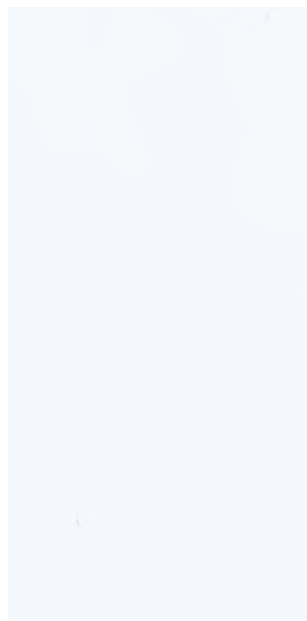
Capri Light Gray Matt



Carrara Marble Gloss



Concrete Beige Matt



White Gloss



Example with Carrara Marble Gloss

*Note:
The colour samples shown here are a representation
of the actual finish from a small part of the panel.*

Wide panel PVC

Features	Colour	Size	Product Code
PVC core	Capri Light Gray Matt	2400 x 1000 x 10mm Tongue & Groove	53.115
PVC core	Carrara Marble Gloss	2400 x 1000 x 10mm Tongue & Groove	53.116
PVC core	Concrete Beige Matt	2400 x 1000 x 10mm Tongue & Groove	53.117
PVC core	White Gloss	2400 x 1000 x 10mm Tongue & Groove	53.101

Extrusions

Type:	Colour	Size	Product Code
End U	Polished Chrome	10 x 2500mm	53.118
Internal Corner	Polished Chrome	10 x 2500mm	53.119
External Corner	Polished Chrome	10 x 2500mm	53.120
End U	White	10 x 2500mm	53.121
Internal Corner	White	10 x 2500mm	53.122
External Corner	White	10 x 2500mm	53.123

PVC Wide Panel



Grey Marble



Pergamon Marble



White Diamond Stone



White Marble



Example with White Diamond Stone

*Note:
The colour samples shown here are a representation
of the actual finish from a small part of the panel.*

Wide panel PVC

Features	Colour	Size	Product Code
PVC core	Grey Marble	2400 x 1000 x 10mm Tongue & Groove	53.105
PVC core	Pergamon Marble	2400 x 1000 x 10mm Tongue & Groove	53.106
PVC core	White Diamond Stone	2400 x 1000 x 10mm Tongue & Groove	53.111
PVC core	White Marble	2400 x 1000 x 10mm Tongue & Groove	53.107

Extrusions

Type:	Colour	Size	Product Code
End U	Polished Chrome	10 x 2500mm	53.118
Internal Corner	Polished Chrome	10 x 2500mm	53.119
External Corner	Polished Chrome	10 x 2500mm	53.120
End U	White	10 x 2500mm	53.121
Internal Corner	White	10 x 2500mm	53.122
External Corner	White	10 x 2500mm	53.123

Adhesive & Sealant

joining | sealing | bonding | colour coded

- 100% waterproof 2-in-1 adhesive & sealant
- 310ml cartridges available in 5 coded colours
- Advanced formulation for superb results
- Excellent grab adhesion, gap filling properties and no shrinkage
- Easy and flexible to work with for bonding, sealing and finishing
- Easy to maintain and clean
- Colour options to suit all designs
- Cartridges suit any heavy-duty mastic gun
- Use DuraPanel quick grab bonding adhesive



DuraPanel - Colour Coded 2 in 1 Adhesive & Sealant

Description	Size	Product Code
2 in 1 - White	310ml	19.01
2 in 1 - Light Grey	310ml	19.05
2 in 1 - Grey	310ml	19.06
2 in 1 - Anthracite	310ml	19.10
2 in 1 - Beige	310ml	19.12



100% Waterproof Floor Collection



Tile Effect Flooring



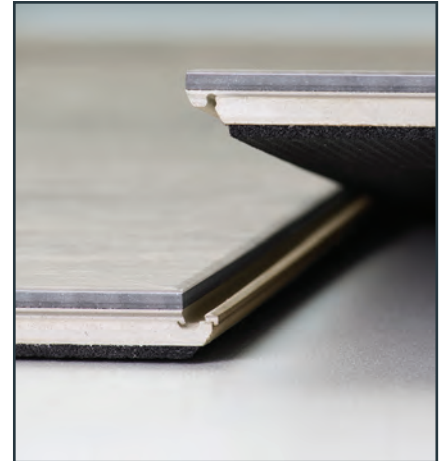
Anthracite



Carrara White

Tile Pattern

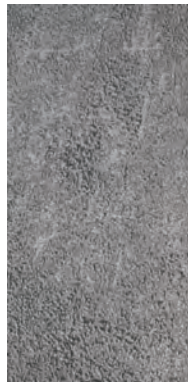
- 100% waterproof
- Patented drop-down locking system – for all 4 sides
- High density underlay is cleverly pre-applied onto the back of each tile
- R10 slip resistance
- 10 years domestic warranty
- Micro-bevelled edges
- Thickness 5.35mm



Anthracite
Marble



Oiled
Slate



Dark Grey
Stone



Grey
Marble



Light Grey
Stone



Carrara White
Marble



Sand
Stone



Oiled Slate



Dark Grey Stone



Sand Stone

Tile effect supplied in packs of 10. This equates to 1.86m² / pack.

Tile pattern

Colour	Tile Size	M ² per pack	Tiles	Product Code
Anthracite Marble	305mm x 610mm	1.86	10	10.009
Oiled Slate	305mm x 610mm	1.86	10	10.010
Dark Grey Stone	305mm x 610mm	1.86	10	10.011
Grey Marble	305mm x 610mm	1.86	10	10.013
Light Grey Stone	305mm x 610mm	1.86	10	10.014
Carrara White Marble	305mm x 610mm	1.86	10	10.015
Sand Stone	305mm x 610mm	1.86	10	10.016

Plank Effect Flooring

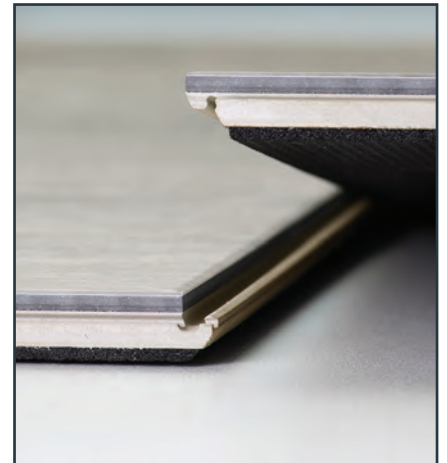
Black Oak



Grey Oak

Plank Pattern

- 100% waterproof
- Patented drop-down locking system – for all 4 sides
- High density underlay is cleverly pre-applied onto the back of each tile
- R10 slip resistance
- 10 years domestic warranty
- Micro-bevelled edges
- Thickness 5.35mm



Black Oak



Grey Oak



Medium Oak



White Oak



Medium Oak



White Oak

Plank effect supplies in packs of 10. This equates to 2.2m² / pack.

Plank effect

Colour	Plank Size	M ² per pack	Planks	Product Code
Black Oak	180mm x 1220mm	2.20	10	10.123
Grey Oak	180mm x 1220mm	2.20	10	10.124
Medium Oak	180mm x 1220mm	2.20	10	10.125
White Oak	180mm x 1220mm	2.20	10	10.126

DuraPanel[®] Terms & Conditions

1. DEFINITIONS

In these terms and conditions, the following words shall have the following meanings:

- 'Buyer' shall mean any person, firm or company, to whom the Firm supplies Goods or Services or with whom the Firm enters into negotiations for the supply of Goods or Services.
- 'Firm' shall mean JTCO Ltd t/a DuraPanel.
- 'Goods' shall mean products, articles or things which are supplied by or which are the subject of negotiations for supply by the Firm to the Buyer.
- 'Services' shall mean services are supplied by or which are the subject of negotiations/or supply by the Firm to the Buyer.

2. MAKING THE CONTRACT

- 2.1 The Firm's salesmen are not authorised representatives and are not authorised to accept confirm or vary any order nor to make any representation or promise on the Firm's behalf
- 2.2 Any estimate/quotation which comprises an invitation to treat is open for a period of 30 days only from the date thereof, provided that the Firm has not previously withdrawn it. Any order issued by the Buyer is subject to acceptance by the Firm and a contract will only be formed when the Firm has accepted the Buyer's offer to buy in writing. Any offer made by the Buyer must be confirmed in writing by the Buyer.
- 2.3 All orders are placed under these terms and conditions alone.
- 2.4 These terms and conditions exclude any other terms and conditions inconsistent therewith which a Buyer might seek to impose even though such other terms and conditions may be submitted in a later document and/or purport to exclude or supersede any terms or conditions with them or may be contained in any offer acceptance or counter-offer made by the Buyer.
- 2.5 No variation of these terms and conditions is permitted unless expressly accepted by a Partner of the firm in writing.

3. CANCELLATION

- 3.1 No cancellation by the Buyer is permitted except where expressly agreed by a Partner of the Firm in writing.
- 3.2 The Buyer will in the event of agreed cancellation by the Buyer indemnify the Firm fully against all expenses incurred up to the time of such cancellation together with by way of liquidated damages a sum of 33 1/3% of the contract price which shall be paid by the Buyer to the Firm Forthwith,

4. PRICE

- 4.1 All prices quoted are those ruling at the date of dispatch or supply.
- 4.2 Unless otherwise stated all prices quoted are nett, exclusive of VAT, and in the case of Goods ex works.
- 4.3 The Firm reserves the right at any time prior to delivery of the Goods or supply of Services to adjust the price to take account of any increase in the cost of raw materials, labour or services or any currency fluctuations affecting the cost of imported materials or services.

5. TERMS OF PAYMENT

- 5.1 All sums become due and payable under these terms and conditions not later than 14 days from date of invoice.
- 5.2 Time for payment shall be of the essence.
- 5.3 The Firm reserves the right to charge interest at 21/2 per centum per month on all overdue accounts, such interest being deemed to accrue on a day to day basis from the due date for payment under clause 5.1.
- 5.4 The Buyer shall have no right to set off, statutory or otherwise.
- 5.5 If the Buyer (being a Company) has a petition for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver appointed or all or any part of its assets or (being an individual) becomes bankrupt or insolvent or enters into any arrangement with its creditors or commits a material or serious breach of this Agreement (and in the case of such a breach being remediable fails to remedy it within 7 days of receiving notice to do so) he will be deemed to have repudiated the Contract.
- 5.6 The Firm reserves the right at any time at its discretion to demand security for payment before continuing with or delivering any Order, supplying any Goods or Services.

6. DELIVERY

- 6.1 Delivery will be deemed to have been effected when the Goods are ready for collection at the premises of the Firm or as the case may be the premises of the suppliers to the Firm in circumstances where the Goods are delivered direct from such suppliers.
- 6.2 Time of delivery is not of the essence.
- 6.3 The Firm shall not be liable for any loss whatsoever or howsoever arising caused by its non-delivery or by the failure to make Goods ready for collection on the due date.
- 6.4 The Firm reserves the right to make delivery by installments and to tender a separate invoice in respect of each installment.
- 6.5 When delivery is to be by installments or the Firm exercises its right to deliver by installments under clause 6.4 hereof or if there be delay in the delivery of any one or more installments for whatever reason this will not entitle the Buyer to treat the contract as repudiated and/or to damages.
- 6.6 Deviations in quantity between the Goods delivered and Goods ordered representing not more than 10 per cent by value shall not give the Buyer any right to reject the Goods or to claim damages and the Buyer shall be obliged to accept and pay at the contract rate for the quantity of the Goods delivered.
- 6.7 in the unlikely event that goods are delivered wrong or damaged, it is the responsibility of the customer to ensure sufficient time is allowed for a replacement to be sent. The customer must also ensure all goods are supplied, onsite and checked before commencing any installation work. The firm will not be responsible for any consequential loss for any reason should the installation commence without all goods on site.

7. SUPPLY OF SERVICES

- 7.1 Time for the supply of Services is not of the essence.
- 7.2 The Firm shall not be liable for any loss whatsoever or howsoever arising caused by its failure to supply Services or any part thereof on the due date.
- 7.3 The Firm reserves the right to supply Services by installments and to tender a separate invoice in respect of each installment.
- 7.4 When the supply of Services is to be by installments or the firm exercises its right to supply Services by installments under clause 7.3 hereof or if there be a delay in the supply of any one or more installments of Services for whatever reason this will not entitle the Buyer to treat the contract as repudiated or to damages.
- 7.5 Deviation in the quantity between Services supplied and the Services ordered representing not more than 10 per cent by value shall not give the Buyer any right to reject the Services or to claim damages and the Buyer shall be obliged to accept and pay at the contract rate for the quantity of the Services supplied.

8. RISK AND THE PASSING OF PROPERTY IN GOODS

- 8.1 Risk in the Goods shall pass to the Buyer when the Goods are delivered.
- 8.2 Notwithstanding risk in the Goods passing in accordance with clause 8.1 hereof title in the Goods shall not pass to the Buyer until whichever shall be the first to occur of the following:-
- 8.2.1 payment being received by the Firm for the Goods and Services and no other amounts then being outstanding from the Buyer to the Firm in respect of other Goods or Services supplied by the Firm
- 8.2.2 the Buyer selling the Goods in accordance with the provisions of these terms and conditions in which case title to the Goods shall be deemed to have passed to the Buyer immediately prior to delivery of the Goods to the Buyer's customers; and
- 8.2.3 the Firm waiving its rights under this clause 8.2 in respect of specified Goods or Services whereupon title to the said Goods shall forthwith vest in the Buyer.
- 8.3 The Buyer is licensed by the Firm to use or to agree to sell the Goods delivered to the Buyer subject to the express condition that the entire proceeds of any sale are held in trust for the Firm and are not mixed with other moneys or paid into an overdrawn bank account and shall at all times be identifiable as the Firm's moneys.
- 8.4 Until title to the Goods passes:
- 8.4.1 The Buyer will hold the Goods as fiduciary agent and bailee for the Firm;
- 8.4.2 the Goods shall, subject to clause 8.3, be kept separate and distinct from all other property of the Buyer and of third parties and in good and substantial repair and condition and be stored in such a way as to be clearly identifiable as belonging to the Firm;
- 8.4.3 the Firm may at any time revoke the power of sale and use contained in clause 8.3 by notice to the Buyer if the Buyer is in default for longer than 14 days in the payment of any sum whatsoever due to the Firm (whether in respect of the Goods or any other Goods or Services supplied at any time by it to the Buyer) or if the Firm has bona fide doubts as to the solvency of the Buyer;
- 8.4.4 The Buyer's power of sale and use contained in clause 8.3 shall automatically cease if the Buyer has a petition presented for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver appointed of all or any part of its assets or becomes bankrupt or insolvent or enters into any arrangements with creditors or takes or suffers any similar action in consequence of debts or carries out or undergoes any analogues act or proceeding under foreign law;
- 8.4.5 upon determination of the Buyer's power of sale and use pursuant to clause 8.4.3 or clause 8.4.4, the Buyer shall place any of the Goods in its possession or under its control and unsold at the disposal of the Firm and the Firm shall be entitled to enter upon any premises of the Buyer for the purpose of removing such Goods.
- 8.5 The Firm shall at any time be entitled to appropriate any payments made by the Buyer in respect of any Goods or Services in settlement of such invoices or accounts in respect of such Goods or Services as the Firm may in its absolute discretion think fit notwithstanding any purported appropriation to the contrary by the Buyer.

Terms & Conditions Cont.

9. LIEN AND STOPPAGE

- 9.1 Until such time as the title in the Goods has passed to the Buyer the Firm has the right to withhold delivery if the Buyer (being a Company) has a petition presented for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver appointed of all or any part of its assets or (being an individual) becomes bankrupt or insolvent or enters into any arrangements with creditors or takes or suffers any similar action in consequence of debts or carries out or undergoes any analogous act or proceedings under foreign law.
- 9.2 When the title in the Goods has passed to the Buyer and the time for payment has failed due but payment has not been made or if the Buyer (being a Company) has a petition presented for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purposes of a bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver appointed of all or any part of its assets or (being an individual) becomes bankrupt or insolvent or enters into any arrangements with creditors or takes or suffers any similar action in consequence of debts or carries out or undergoes any analogous act or proceedings under foreign law the Firm has
- 9.2.1 a lien on the Goods so long as the Firm is in possession of them
- 9.2.2 a right of stoppage in transit
- 9.2.3 a right of resale
- 9.3 For the avoidance of doubt it is hereby declared that nothing in this clause shall affect the rights given to the Firm by ss.38-48 of the Sale of Goods Act 1979.

10. INSPECTION/SHORTAGES

- 10.1 The Buyer is under a duty to inspect the Goods forthwith on delivery and satisfy himself as to the due performance of Services forthwith after supply.
- 10.2 The Firm shall be under no liability for any defects or shortages that would be apparent on careful inspection if the terms of this clause are not complied with, and, in any event will be under no liability if a written complaint is not delivered to the Firm within 7 days of delivery or supply detailing the alleged defect or shortage.
- 10.3 In all cases where defects or shortages in respect of Goods are complained of the Firm shall be under no liability in respect thereof unless an opportunity to inspect the Goods is given to the Firm before any use is made thereof or any alteration or modification is made thereto by the Buyer.
- 10.4 Subject to clauses 10.2 and 10.3 the Firm shall make good any defect or shortage in the Goods and where appropriate replace any Goods damaged in transit as soon as it is reasonably able to do so, but otherwise shall be under no liability whatsoever or howsoever arising from such defect, shortage or damage.
- 10.5 Subject to clause 10.4 the Firm shall remedy any defect in the supply of Services as soon as it is reasonably able to do so but otherwise shall be under no liability whatsoever or howsoever arising from such defect

11. WARRANTY

- 11.1 No representation or warranty is given as to the suitability or fitness of the Goods or Services for any particular purpose and the Buyer shall satisfy himself in this respect and shall be totally responsible therefore
- 11.2 If the Goods are in such a state or the Services so defectively supplied as would but for this condition entitle the Buyer to repudiate the contract and/or claim damages from the Firm the Firm reserves the right to repair or replace the Goods or perform the Services (or the relevant part thereof) again.

12. LIABILITY

- 12.1 Introduction
- 12.1.1 Nothing in this clause 12 shall be deemed to exclude or restrict the Firm's liability for death or personal injury resulting from the Firm's negligence.
- 12.1.2 Each of the sub-clauses in this clause 12 is to be treated as separate and independent.
- 12.1.3 The Firm is willing to undertake liability additional to that provided by this clause 12 in exchange for a higher price.
- 12.2 Exclusion
- 12.2.1 The Firm agrees that if any defect caused by faulty design, manufacture, materials or workmanship is discovered during the period of 3 months commencing with the date of delivery or supply, the Firm will remedy any defect at its own expense or, in the case of Goods if it chooses to do so, replace them. Defects caused by abnormal use, misuse, neglect or willful or accidental damage are not covered by this clause.
- 12.2.2 The Buyer cannot claim the benefit of clause 12.2.1 above unless: - he informs the Firm of the relevant defect in writing within 7 working days of discovering it; and - in the case of Goods, he returns the Goods to the Firm at his own expense.
- 12.2.3 The risk of accidental loss whilst any Goods are being returned to the Firm will be borne by the Buyer.
- 12.2.4 Notwithstanding clause 12.2.1 above, if the manufacturer of any Goods has provided any guarantee of such Goods for a period longer than three months (a "Manufacturer's Extended Guarantee"), the Firm shall use its reasonable endeavours to transfer to the Buyer the benefit of any such Manufacturer's Extended Guarantee in respect of the Goods, provided that the Firm may in its absolute discretion elect to do so only at the cost of the Buyer.
- 12.2.5 Any Manufacturer's Extended Guarantee is for the Buyer only who must complete a return a registration form within 30 days of purchase. Manufacturer's Extended Guarantees are not transferable to third parties and do not cover previously installed products such as ex showroom displays. Failure to complete and return a registration form to the Firm within the 30 day period will result in the guarantee on such Goods being limited to that stated in clause 12.2.1 above.
- 12.2.6 Manufacturer's Extended Guarantees cover Goods which are used for normal domestic use only and are not applicable to Goods which are used for commercial use (i.e. hotels, residential homes, leisure facilities etc.).
- 12.2.7 In the event that a manufacturer of Goods providing a Manufacturer's Extended Guarantee pursuant to clause 12.2.3 above ceases trading and/or no longer honours such guarantee, the Firm shall have no liability whatsoever to the Buyer with respect to such Manufacturer's Extended Guarantee.
- 12.2.8 If the benefit of a Manufacturer's Extended Guarantee is transferred to the Buyer, subject always to clause 12.2.1 above and further subject to the defect not being as a result of fair wear and tear, the Firm shall only be liable to provide replacement parts. For the avoidance of doubt, the Firm excludes any consequential costs involved in the fitting of such parts. Furthermore, with respect to the following these additional terms are applicable: Perishable components such as non-glass or metallic parts (e.g. plastic parts, seals, wheels etc.) are excluded from a Manufacturer's Extended Guarantee. Shower and bath screens: Glass and seals for such products are excluded from a Manufacturer's Extended Guarantee. 12.2.9 If, in the sole opinion of the Firm, the Goods which are the subject of the Manufacturer's Extended Guarantee have been modified, misused or neglected or have been willfully or accidentally damaged, the Firm shall not be liable under the Manufacturer's Extended Guarantee for the failure of the Goods.
- 12.2.10 No claim under a Manufacturer's Extended Guarantee will be accepted if Goods have been installed with a fault that would have been clearly visible before installation. A Manufacturer's Extended Guarantee does not cover any Goods which have been modified, altered, transformed or relocated in any way.
- 12.2.11 Claims under a Manufacturer's Extended Guarantee must be made by the Buyer within [7 working days] of the defect being discovered.
- 12.2.12 In consideration for receiving the benefit of this clause, the Buyer agrees that, apart from those terms set out in clause 10 and 11, all other terms, whether conditions, warranties or innominate terms, express or implied, statutory or otherwise, are excluded from the contract between the Firm and the Buyer to the extent permitted by law (except where the Buyer deals as consumer within section 12 of the Unfair Contract Terms Act 1977 when the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 shall be implied into the contract).
- 12.3 Exclusion of Consequential Loss The Firm shall not be liable for any consequential or indirect loss suffered by the Buyer whether such loss arises from breach of a duty in contract or tort or in any other way (including loss arising from the Firm's negligence) including, without limitation to the generality of the foregoing: - loss of profits; - loss of contracts; - damage to property of the Buyer or anyone else; or - personal injury to the Buyer or anyone else (except so far as such injury is attributable to the Firm's negligence).
- 12.4 Limitation The Firm's total liability for any one claim or for the total of all claims arising from any one act or default of the Firm (whether arising from the Firm's negligence or otherwise) shall not exceed £1,000 or the contract price, whichever is the greater.

13. FORCE MAJEURE

- 13.1 The Firm shall not be liable for any failure to deliver the Goods or perform the Services arising from circumstances outside the Firm's control.
- 13.2 Non-exhaustive illustrations of such circumstances would be act of God, war, riot, explosion, abnormal weather conditions, fire, flood, strikes, lockouts, Government action or regulations (UK or otherwise), delay by suppliers, accidents and shortage of materials, labour or manufacturing facilities.
- 13.3 Should the Firm be prevented from delivering the Goods or performing the Services in the above circumstances, it shall give the Buyer written notice of this fact as soon as reasonably practicable after discovering it.
- 13.4 If the circumstances preventing delivery of the Goods or performing the Services are still continuing three months after the Buyer receives the Firm's notice, then either party may give written notice to the other cancelling the contract.
- 13.5 If the contract is cancelled in this way, the Firm will refund any payment which the Buyer has already made on account of the price (subject to deduction of any amount the Firm is entitled to claim from the Buyer) but the Firm will not be liable to compensate the Buyer for any further loss or damage caused by the failure to deliver the Goods or perform the Services.

14. SALES PROMOTION DOCUMENTATION

- Whilst the Firm takes every precaution in the preparation of its catalogue, technical circulars, price lists and its other literature, these documents are for the Buyer's general guidance only and the particulars contained therein shall not constitute representations by the Firm and the Firm shall not be bound thereby.

15. NOTICES

- Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at its address specified overleaf or such other address as that party may from time to time notify in writing and shall be deemed to have been served, if sent by post, 48 hours after posting.

16. ASSIGNMENT

- Neither the Firm nor the Buyer shall assign or purport to assign or transfer the contract or the benefits thereof to any other person without prior written consent of the other.

17. PROPER LAW AND JURISDICTION

- The Contract shall be governed by and construed in accordance with English law and all disputes arising in connection with the contract shall be submitted to the jurisdiction of the English Courts.

18. HEADINGS

- The headings of these conditions are for convenience only and shall have no effect on the interpretation thereof

DuraPanel[®]

The clever alternative to tiles

Friarton Bridge Park
Friarton Road
Perth PH2 8DD
www.durapanel.uk
T – 01738 210150
E – sales@durapanel.uk