

DuraPanel[®]

The clever alternative to tiles



welcome to Jaylux[®]

It's reassuring to know that no matter how hectic everyday life is becoming, the team at Jaylux 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 Jaylux 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.

Jaylux 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.

Contents

DuraPanel Range

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DuraPanel[®]

UK manufactured in our own factory in Perth

UK manufactured Ensuring:



- Guaranteed quality
- Incredible adhesion using D4 glue
- Top quality WBP birch plywood core
- FSC sustainable timber
- Increased output of panels to keep up with demand

Why DuraPanel?



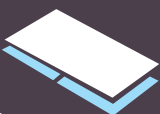
Quick and easy installation



Completely waterproof with no need for grout



Easy cleaning



Suitable for retrofit on existing tiles



Duralock available for all decors



- White Sparkle
- White Gloss
- Frost White
- Black Sparkle
- Travertine Gloss
- Travertine Matt
- Riven Slate
- Black Marble
- Sahara Marble
- Carrara Marble
- Calacatta Marble
- Gunmetal Shimmer
- Charisma Marble
- Light Marble
- Silver Cloud Gloss Marble
- Medium Linen
- Dark Linen
- Brushed Silver
- Gloss Silver
- Gloss Mocha
- Galaxy Red
- Platinum Blue
- Grey Marble
- Pergamon Marble
- White Diamond Stone
- White Marble
- Nero Graphite
- Ferro Graphite
- Capri Light Gray Matt
- Carrara Marble Gloss
- Concrete Beige Matt

DuraPanel[®] allows you to create waterproof walls with seamless joins



Our clever T&G system is machined using the latest DET technology to ensure precision accuracy

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.

Over 50 Decorative Finishes

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.



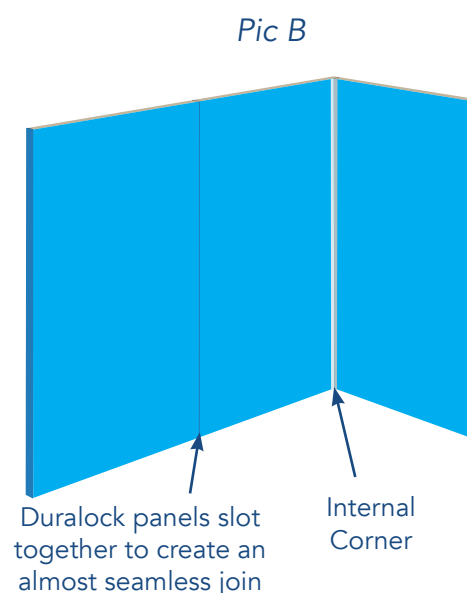
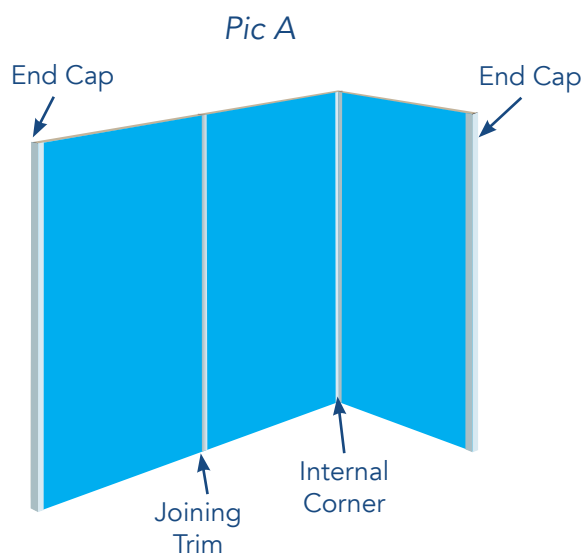
Why is Jaylux[®] different

We manufacture our panels in our own factory in Perth. This means our products aren't double handled and equally important ensures our service is second to none. With over 50 different decors across our 2 different brands we have the largest colour choice from any single UK supplier, furthermore we are the only independently owned supplier to offer a traditional timber core and a 100% waterproof core - **all your panelling needs from 1 supplier**. All products are stocked, and we have a dedicated delivery service throughout all of the UK. All boards are individually wrapped in strong, purpose made sleeves.

Our brilliant panelling system is transforming bathroom design. It is a clever alternative to tiles and is becoming the fastest growing trend in today's bathrooms according to our thousands of retail partners across the UK.

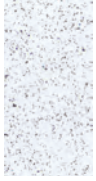
DuraPanel offers over 50 decorative finishes from stock to give our customers the greatest selection of choice available for delivery within 2 days – it's what everyone has been waiting for!

DuraPanel offers a range of Square Edge Panels - Pic A or Duralock Panels - Pic B.



The Colours at a Glance

Classic collection



White Sparkle



White Gloss



Frost White



Black Sparkle



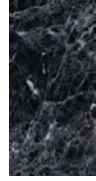
Travertine Gloss



Travertine Matt



Riven Slate



Black Marble

Natural collection



Gunmetal Shimmer



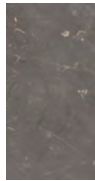
Calacatta Marble



Carrara Marble



Nero Graphite



Ferro Graphite

Premium collection



Charisma Marble



Light Marble



Silver Cloud Gloss Marble



Medium Linen



Dark Linen



Sahara Marble

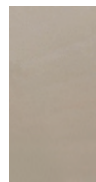
Design Collection



Brushed Silver



Gloss Silver



Gloss Mocha



Galaxy Red



Platinum Blue

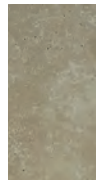
PVC collection



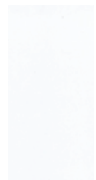
Capri Light Gray Matt



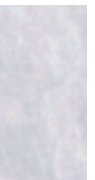
Carrara Marble Gloss



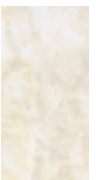
Concrete Beige Matt



White Gloss



Grey Marble



Pergamon Marble



White Diamond Stone



White Marble

New Decors

Our stunning new Graphite decors are now available in both **Square Edge** and **Duralock**.



Nero
Graphite



Ferro
Graphite

Please find them in our Natural collection on P11

Our stunning new PVC Wide Panel decors are available in Tongue & Groove.



Capri Light Gray
Matt



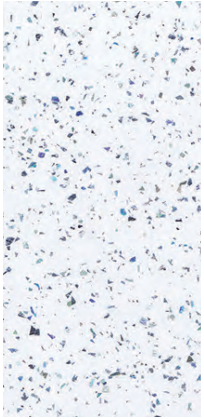
Carrara Marble
Gloss



Concrete Beige
Matt

Please find them in our PVC Wide Panel collection on P18

DuraPanel[®] Classic Collection



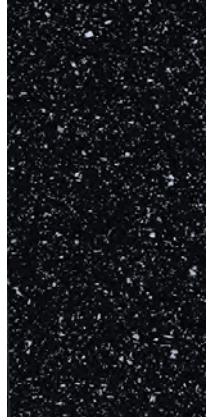
White Sparkle



White Gloss



Frost White



Black Sparkle



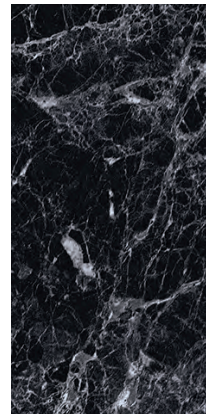
Travertine Gloss



Travertine Matt



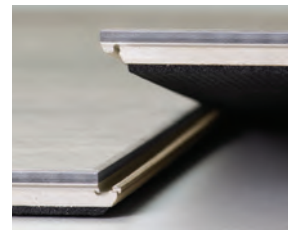
Riven Slate



Black Marble



Example with Travertine Matt



Complete the look. Match with our Jaylux click flooring

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
White Sparkle	Square Edge	2400x1200x11mm	White	9.101
	Duralock	2400x1185x11mm	White	9.201
White Gloss	Square Edge	2400x1200x11mm	White	9.104
	Duralock	2400x1185x11mm	White	9.204
Frost White	Square Edge	2400x1200x11mm	White	9.103
	Duralock	2400x1185x11mm	White	9.203
Black Sparkle	Square Edge	2400x1200x11mm	Anthracite	9.102
	Duralock	2400x1185x11mm	Anthracite	9.202
Travertine Gloss	Square Edge	2400x1200x11mm	Beige	9.106
	Duralock	2400x1185x11mm	Beige	9.206
Travertine Matt	Square Edge	2400x1200x11mm	Beige	9.105
	Duralock	2400x1185x11mm	Beige	9.205
Riven Slate	Square Edge	2400x1200x11mm	Anthracite	9.107
	Duralock	2400x1185x11mm	Anthracite	9.207
Black Marble	Square Edge	2400x1200x11mm	Anthracite	9.108
	Duralock	2400x1185x11mm	Anthracite	9.208

DuraPanel 2-in-1 adhesive & sealant

- Colour coded
- 100% waterproof
- 2-in-1 adhesive & sealant
- Product codes for each colour are shown on P14



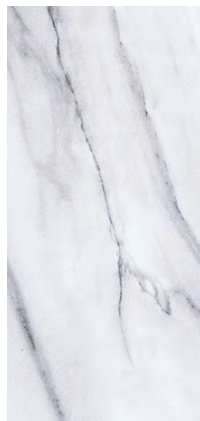
DuraPanel® Natural Collection



Gunmetal Shimmer



Calacatta Marble



Carrara Marble



NEW

Nero Graphite

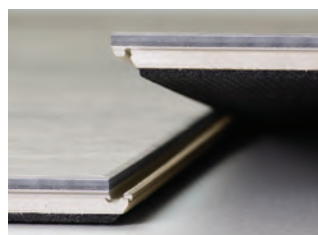


NEW

Ferro Graphite



Example with Carrara Marble



Complete the look. Match with our Jaylux click flooring

Note:
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Natural Collection

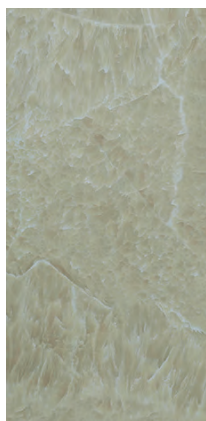
Colour	Type	Size	Sealant Colour	Product Code
Gunmetal Shimmer	Square Edge	2400x1200x11mm	Light Grey	9.338
	Duralock	2400x1185x11mm	Light Grey	9.238
Calacatta Marble	Square Edge	2400x1200x11mm	White	9.141
	Duralock	2400x1185x11mm	White	9.142
Carrara Marble	Square Edge	2400x1200x11mm	White	9.342
	Duralock	2400x1185x11mm	White	9.242
Nero Graphite	Square Edge	2400x1200x11mm	Anthracite	9.143
	Duralock	2400x1185x11mm	Anthracite	9.243
Ferro Graphite	Square Edge	2400x1200x11mm	Beige	9.144
	Duralock	2400x1185x11mm	Beige	9.244

DuraPanel 2-in-1 adhesive & sealant

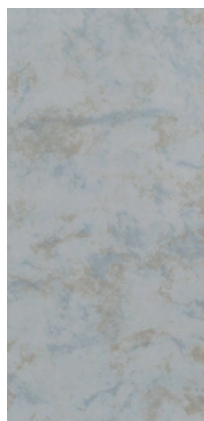
- Colour coded
- 100% waterproof
- 2-in-1 adhesive & sealant
- Product codes for each colour are shown on P14



DuraPanel[®] Premium Collection



Charisma
Marble



Light
Marble



Silver Cloud
Gloss Marble



Medium
Linen



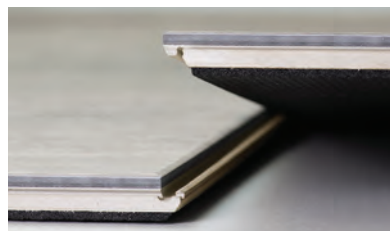
Dark
Linen



Sahara
Marble



DuraPanel shown in Dark Linen



Complete the look.
Match with our
Jaylux click flooring

Note:

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

Premium Collection

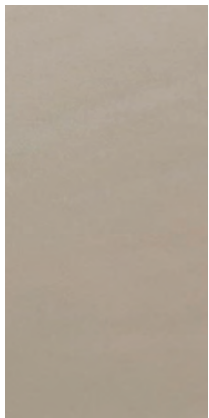
Colour	Type (See Code)	Size	Sealant Colour	Product Code
Charisma Marble	Square Edge	2400x1200x11mm	Beige	9.112
	Duralock	2400x1185x11mm	Beige	9.212
Light Marble	Square Edge	2400x1200x11mm	White	9.110
	Duralock	2400x1185x11mm	White	9.210
Silver Cloud Gloss Marble	Square Edge	2400x1200x11mm	Light Grey	9.109
	Duralock	2400x1185x11mm	Light Grey	9.209
Medium Linen	Square Edge	2400x1200x11mm	Light Grey	9.125
	Duralock	2400x1185x11mm	Light Grey	9.225
Dark Linen	Square Edge	2400x1200x11mm	Grey	9.123
	Duralock	2400x1185x11mm	Grey	9.223
Sahara Marble	Square Edge	2400x1200x11mm	Beige	9.117
	Duralock	2400x1185x11mm	Beige	9.217

DuraPanel 2-in-1 adhesive & sealant

- Colour coded
- 100% waterproof
- 2-in-1 adhesive & sealant
- Product codes for each colour are shown on P14



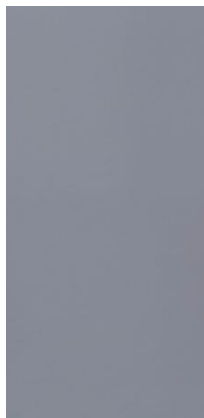
DuraPanel[®] Design Collection



Gloss Mocha



Brushed Silver



Gloss Silver



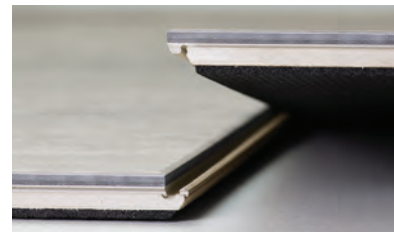
Galaxy Red



Platinum Blue



DuraPanel shown in Gloss Mocha



Complete the look. Match with our Jaylux click flooring

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

Design Collection Square Edge

Colour	Type (See Code)	Size	Sealant Colour	Product Code
Gloss Mocha	Square Edge	2400x1200x11mm	Beige	9.128
Brushed Silver	Square Edge	2400x1200x11mm	Grey	9.130
Gloss Silver	Square Edge	2400x1200x11mm	Light Grey	9.127
Galaxy Red	Square Edge	2400x1200x11mm	White	9.114
Platinum Blue	Square Edge	2400x1200x11mm	White	9.115

DuraPanel 2-in-1 adhesive & sealant

- Colour coded
- 100% waterproof
- 2-in-1 adhesive & sealant
- Product codes for each colour are shown on P14



DuraPanel[®] 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 Jaylux DuraPanel quick grab bonding adhesive

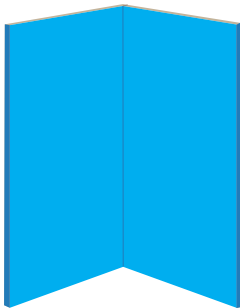


DuraPanel - Colour Coded 2 in 1 Adhesive & Sealant

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

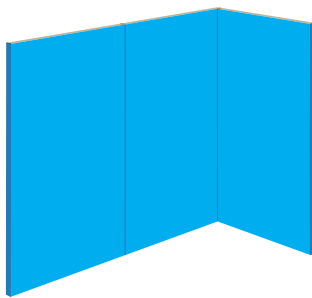
DuraPanel[®] Kits

Choosing your kit is easy.
Simply pick your kit and state your chosen colour.



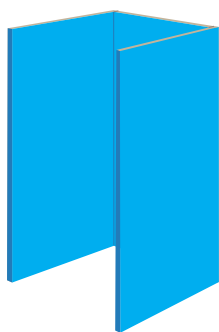
Corner Kit (Code: 15.001)

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



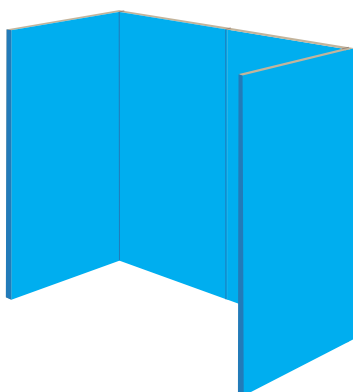
Large Corner Kit (Code: 15.002) Duralock

- 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





- Please allow 21 days for Bespoke FusionPanel boards following receipt of satisfactory picture resolution.

- Please provide a high resolution picture jpg format (minimum of 4mb) or a vector .eps or .ai file format.

- The following is an example of Bespoke FusionPanel board.

- The picture can cover all or some of the board.

- Please indicate how you want your Bespoke FusionPanel to look.

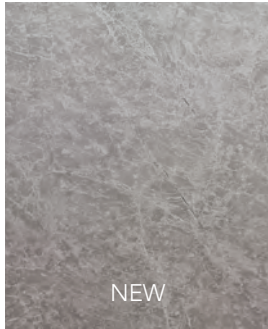


Features	Bespoke	Size	Product Code
Fusion waterproof core	Bespoke	2400 x 1200 x 11mm Square Edge	9.1DL

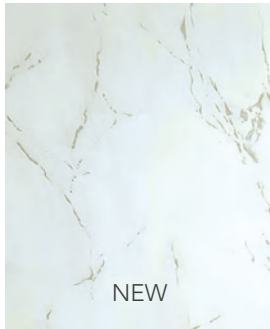
PVC Wide Panel

- 1000mm wide PVC Duralock Widepanels
- Class 1 Fire Rated - suitable for domestic & commercial use
- 100% Waterproof PVC core
- Light & easy to install - and no wet trades
- 10mm thick

PVC Wide panels are suitable for Domestic & Commercial applications



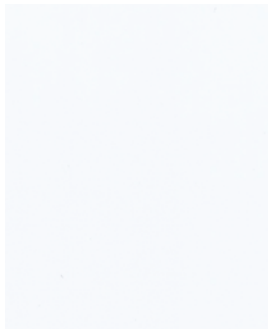
NEW
Capri Light Gray Matt



NEW
Carrara Marble Gloss



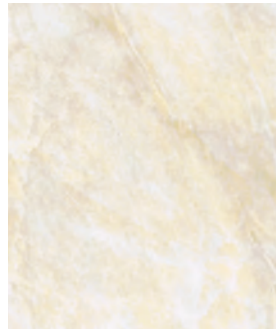
NEW
Concrete Beige Matt



White Gloss



Grey Marble



Pergamon Marble



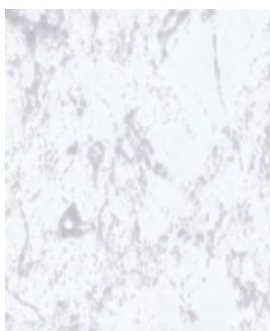
PVC Wide Panel shown in Grey Marble

Note:

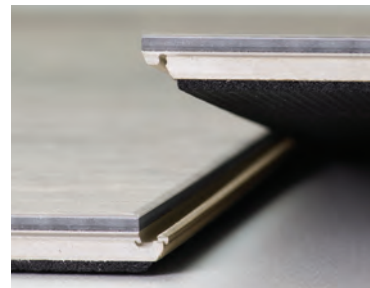
The colour samples shown here are a representation of the actual finish from a small part of the panel. Please ensure you order enough to complete the job in hand as differences in shading can occur between batches



White Diamond Stone



White Marble



Complete the look. Match with our Jaylux click flooring

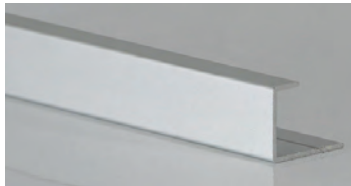
DuraPanel - Wide panel PVC

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
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

Extrusion Range

The luxury alternative to traditional tiling

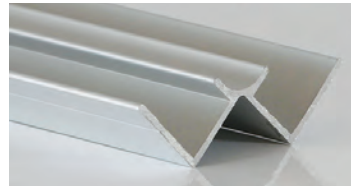
Note: The colour samples shown here are a representation of the actual finish.



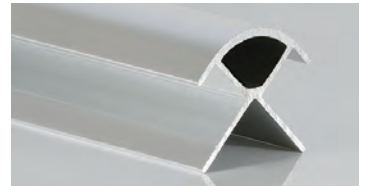
End U - Polished Chrome



H Join - Polished Chrome



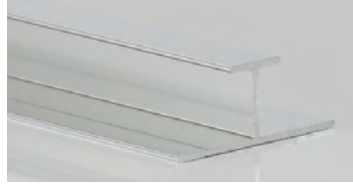
Internal Corner - Polished Chrome



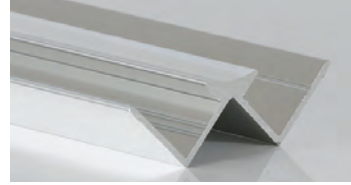
External Corner - Polished Chrome



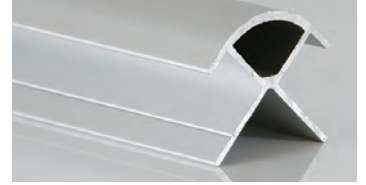
End U - Satin Anodised



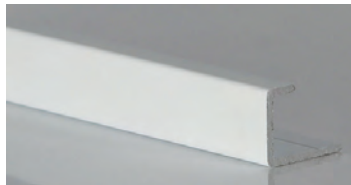
H Join - Satin Anodised



Internal Corner - Satin Anodised



External Corner - Satin Anodised



End U - White



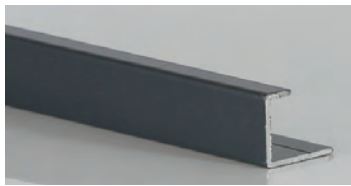
H Join - White



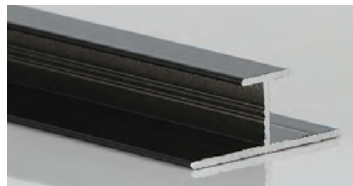
Internal Corner - White



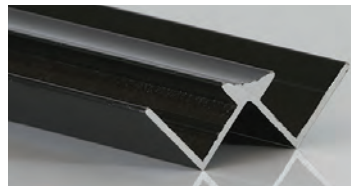
External Corner - White



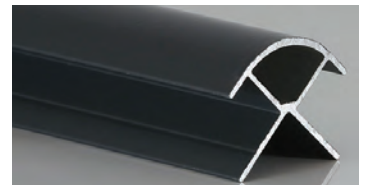
End U - Black



H Join - Black



Internal Corner - Black



External Corner - Black

Extrusions - 11mm Aluminium

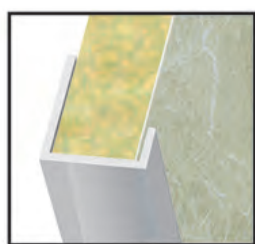
Type:	Colour	Length	Product Code
End U	Polished Chrome	2500mm	5.101
H Join	Polished Chrome	2500mm	5.102
Internal Corner	Polished Chrome	2500mm	5.103
External Corner	Polished Chrome	2500mm	5.104
End U	Satin Anodised	2500mm	5.205
H Join	Satin Anodised	2500mm	5.206
Internal Corner	Satin Anodised	2500mm	5.207
External Corner	Satin Anodised	2500mm	5.208
End U	White	2500mm	5.309
H Join	White	2500mm	5.310
Internal Corner	White	2500mm	5.311
External Corner	White	2500mm	5.312
End U	Black	2500mm	5.413
H Join	Black	2500mm	5.414
Internal Corner	Black	2500mm	5.415
External Corner	Black	2500mm	5.416

DuraPanel® Installation Instructions

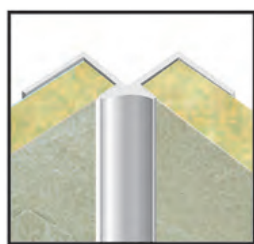
- 1 DuraPanel has very sharp corners and edges – gloves should be worn at all times when carrying, handling and fitting panels. Appropriate PPE such as safety eyewear should be worn when cutting panels.
- 2 Panels should not be stored in areas of high humidity and should never be stored outside. DuraPanel must always be stored flat and horizontal to prevent bowing and must not be rested at an angle against walls, or between supporting structures e.g. trestles.
- 3 All panels must be conditioned for at least 48 hours at the normal temperature for the installation site, to minimise movement later.
- 4 Panels must be checked for colour shading differences, flaws, defects or damage prior to installation. The protective film should be peeled back to check the surface and then replaced. If any panel is found to be defective in any way, we will gladly replace it. Once installation has commenced, the panels will be deemed to be fit for purpose and in perfect condition
- 5 To ensure your DuraPanel is properly bonded, ensure all surfaces to which adhesive will be applied are clean, dry and free from dust or other loose particles.
- 6 In positions where heavy items may be fixed, e.g. cabinets, cubicle-partitions, urinals, wc's etc., extra battens/support must be used.
- 7 When measuring distance from walls, or passed shower enclosures, allowances should be made for the thickness of aluminium profiles and the space between walls and profiles.
- 8 Allow a 3mm gap at the base of the panel. This will be filled when the shower tray/bath junction is sealed. Leave a 3-4 mm expansion gap at the top of the panel.
- 9 When using an electric saw, cut panels face down.
- 10 If using a hand saw, cut panels face up.
- 11 Leave the protective film in place on the face of the panel when cutting to size.
- 12 Always use a proprietary Sanitary Silicone Sealant. Ensure enough is applied into the trim to cause “squeeze out” from joints during installation. This excess should be removed straight away and residue removed from the face of the panel with an alcohol based wipe.
- 13 Fit the shower tray/bath hard against or cut into the wall and seal. Then, cut the panel's and profiles to size. Dry fit to ensure correct alignment. The protective film can be peeled back away from the edges or completely removed if using suction grips to handle the panel, at this point.
- 14 Ensure the walls are completely dry and any source of dampness has been treated prior to fixing panels. Wherever possible existing loose wall covering should be removed. We recommend the panels are fitted onto plasterboard or any flat, clean and dry surface. The panels can be fitted over existing tiles or timber stud* (*not PVC) using suitable adhesive. Ensure tiles are de-greased.
- 15 Securely screw fix the internal corner trim into the corner ensuring that it is plumb in both directions. These can be fitted with an overlapped butt joint. Ensure a minimum 2mm gap is left for sealing purposes.
- 16 Apply a bead of sealant, as directed, into the internal corner trim.
- 17 Apply suitable high grab adhesive to the back of the panel. Use long wavy lines to apply. Ensuring that no closed area is created, to allow proper curing to be achieved. Allow approximately one tube of adhesive per 1200mm wide panel. If fitting to stud, apply the adhesive to the timbers.
- 18 Ease the panel into the internal corner trim and onto a suitable spacer at the base. Fix into position by applying hand pressure across the full area of the panel.
- 19 Finish off the end panel by fitting an end cap, applying the sealant to the channel in the trim.
- 20 Repeat the same process for all adjacent panels and trims.
- 21 All panels must be thoroughly sealed at all vertical and horizontal edges, whether they are being attached to profiles, shower enclosures or baths. Inadequate sealing, or using non-branded sealant will invalidate your warranty.
- 22 Any cut-outs must always be smoothly radiused to prevent stress cracking on the laminate face. Any inserts must be fully sealed with sealant.
- 23 When cutting apertures through DuraPanel, for valves, pipes etc. a minimum 2mm clearance gap should be left around all edges, and sealed with silicone sealant.
- 24 At window sills and reveals, an External Corner Trim should be used between panels, and mitred in the corners.
- 25 Once installed, your DuraPanel requires minimal maintenance. DuraPanel should be cleaned with warm water and a non-abrasive mild detergent, with a soft cloth.
- 26 Scouring products or similar products should not be used, and doing so may invalidate your warranty.
- 27 If the seal starts to deteriorate, it must be re-sealed immediately as it is imperative not to allow any moisture to penetrate joints, edges and junctions.
- 28 Claims for fixing of subsequent panels will not be entertained if these fitting instructions are not carried out.

**Detailed installation instructions are available from the office.
Please email sales@jaylux.co.uk or call 01738 210150 to request your copy**

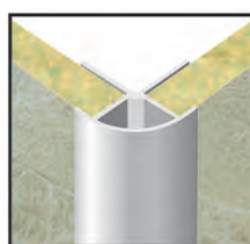
How it works



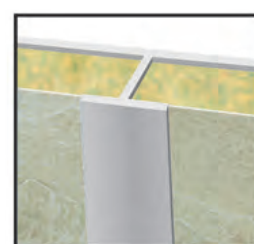
End Cap



Internal Corner



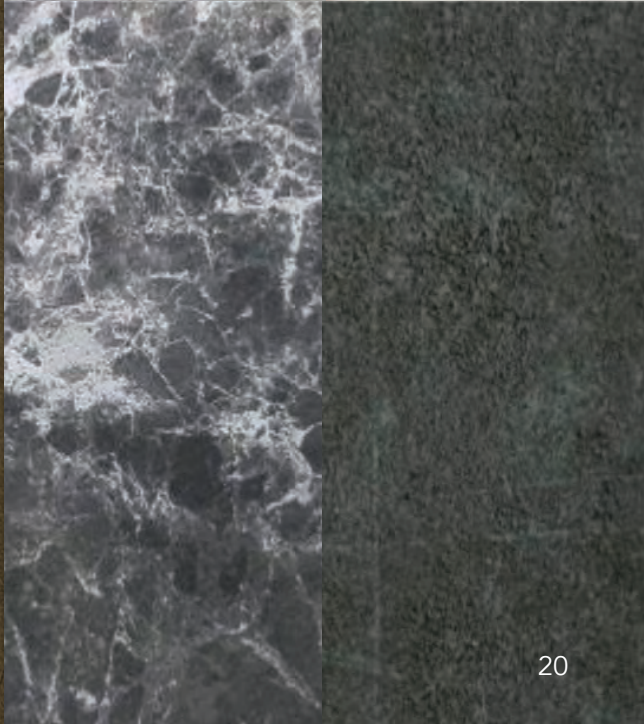
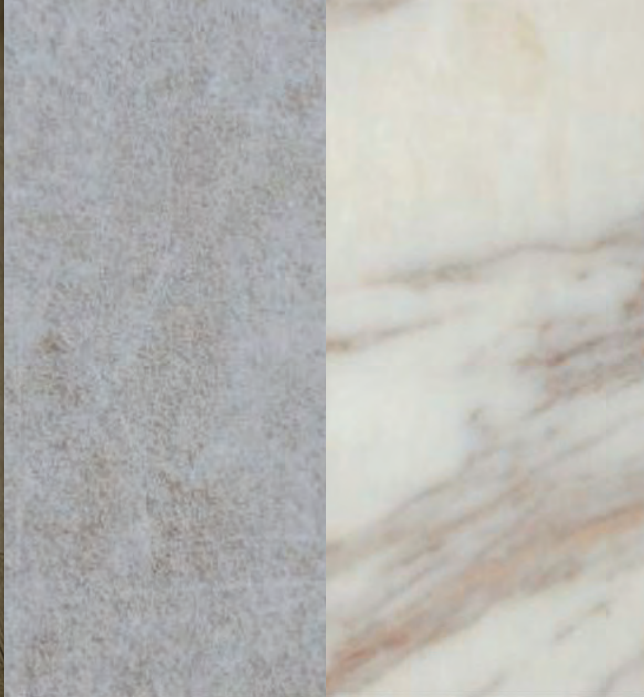
External Corner



H-Join

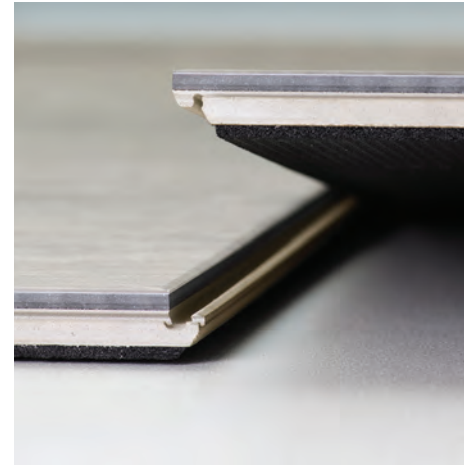


Flooring

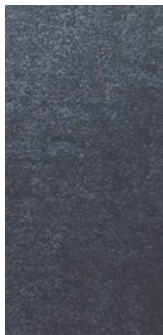


100% Waterproof Floor Collection

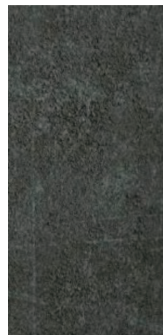
- 100% waterproof
- Patented drop-down locking system – for all 4 sides
- High density underlay is cleverly pre-applied onto the back of each tile
- R10 slip resistance
- 10 years domestic warranty
- Micro-bevelled edges
- Thickness 5.35mm



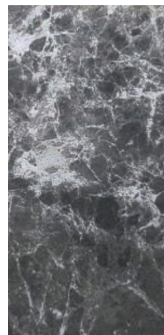
Anthracite
Marble



Oiled
Slate



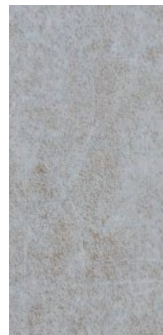
Dark Grey
Stone



Verona Grey
Marble



Grey
Marble



Light Grey
Stone



Carrara White
Marble

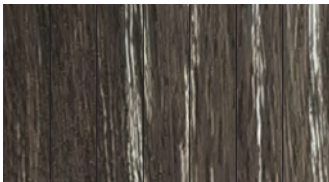


Sand
Stone

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

DuraPanel - Tile pattern

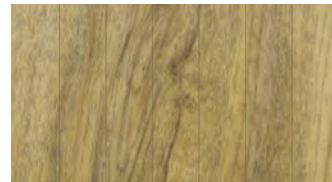
Colour	Tile Size	M ² per pack	Tiles	Product Code
Anthracite Marble	305mm x 610mm	1.86	10	10.009
Oiled Slate	305mm x 610mm	1.86	10	10.010
Dark Grey Stone	305mm x 610mm	1.86	10	10.011
Verona Grey Marble	305mm x 610mm	1.86	10	10.012
Grey Marble	305mm x 610mm	1.86	10	10.013
Light Grey Stone	305mm x 610mm	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



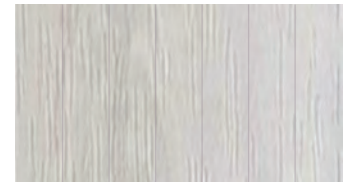
Black Oak



Grey Oak



Medium Oak



White Oak

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

DuraPanel - 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 Eric Neil Anderson, Ross Warwick Anderson and Braden Clyde Anderson trading as Jaylux or Westend Trading.
- '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

Jaylux[®]

CUSTOMER SERVICE

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DURAPANEL

1st January 2021 - 1st March 2022

Jaylux[®]