

20-year product warranty

This warranty is a product warranty from Smartpanel AS (hereinafter referred to as 'Smartpanel') as the manufacturer of the 'Wetwall' product (hereinafter referred to as the 'Product'), which is granted to the consumer purchaser. The Product is a high-pressure laminated bathroom panel/wet room panel for use in wet rooms and bathrooms.

The warranty grants you as the consumer purchaser extended rights beyond those stipulated in the Consumer Purchases Act of 21 June 2022, no. 34, and does not imply any limitations to your rights as a consumer purchaser under said law. Claims may be made for consumer purchases in accordance with the Consumer Purchases Act regardless of this warranty.

WARRANTY PERIOD

The warranty applies to the Product when it has been delivered and is in the consumer purchaser's possession; the warranty is valid for 20 years.

SCOPE OF WARRANTY

Smartpanel guarantees that the Product meets all requirements in applicable Norwegian product specifications.

Provided that the consumer purchaser can document that all of the below warranty conditions are met, Smartpanel guarantees that:

- The Product is 100% waterproof.
- The Product will not crack and the surface layers will not delaminate.
- The Product will not change colour when exposed to normal electric lighting or indirect sunlight.

If the warranty is applied, Smartpanel will cover the material costs of replacing the Product in question, as well as reasonable costs for work and materials that are directly related to its replacement.

Under no circumstances shall Smartpanel be held liable for the creation/alteration/repair of surrounding structures that are necessary for the professional installation of the Product and for the Product's functionality.

Under no circumstances shall Smartpanel be held liable for indirect losses and/or other consequential damages, including but not limited to damages for loss of operations, operational disruptions or water damage, rot or similar losses, regardless of whether they are due to or are a result of negligence on the part of Smartpanel or persons acting on Smartpanel's behalf. Such claims are subject to the general rules laid out in the Norwegian Consumer Purchases Act.

OTHER WARRANTY TERMS

Claims under this warranty can be made only if the following conditions are met:

- a. The purchaser is a consumer purchaser, i.e. the Product has been purchased and installed for private use outside of the commercial sector.
- b. The Product is installed in a wet room/bathroom.
- c. The Product has been installed by personnel possessing the necessary skills to install the product and the Product has been installed in accordance with Smartpanel's applicable installation instructions for the Product and with generally good craftsmanship.
- d. Smartpanel shall be granted access to carry out an inspection of the Product in connexion with any claim made under this warranty. The Product must not be removed until such inspection has been carried out unless Smartpanel has waived the right of inspection in writing.
- e. The consumer purchaser must be able to document the time of purchase and installation of the Product.
- f. Damage, defects or errors are not covered if they wholly or partly result from settling, errors in project design or execution related to other structures or products around the Product, including but not limited to inadequate ventilation and/or extraction, defects in the construction of ceilings/walls, inappropriate selection of other building materials, etc.
- g. The warranty does not apply if the Product has been handled incorrectly. The product must be cleaned using only warm water and mild, non-abrasive soap.
- h. Damage, defects or errors are not covered if they are due to damage caused by people, objects, animals or plants, etc. in connection with installation or during the warranty period.
- i. The damage or error is not covered if it is due to events outside of Smartpanel's control, including but not limited to fire, flooding, lightning, earthquakes or other external causes.

This warranty applies only to defects that occur during the warranty period and provided that Smartpanel has received a written complaint within two months (relative complaint deadline) after the circumstances that form the basis for the claim were or should have been discovered. Failure to lodge a complaint will result in any claim under the warranty being void.

This warranty is a product warranty for the Product in question and does not imply any warranty beyond what is stated above. The warranty is binding only for Smartpanel and has no effect on other companies or third parties. The warranty does not include any other deliveries from Smartpanel in connection with the purchase of the Product, and Smartpanel cannot be held liable for negligence on the part of installers, subcontractors, distributors or any other third parties.

In the event of a dispute regarding this warranty, the dispute shall be settled in accordance with Norwegian law and with Agder District Court, Norway, as the court of law.