

Toughened Glass Warranty Information

Cooling Brothers Glass Company Pty Ltd ABN 12 059 933 809 ("The Supplier") hereby supplies to the Buyer the following warranty in respect of its product Toughened Glass ("the product"), which is to be read at all times together with, and subject to, the Cooling Brothers Glass Company "Standard Terms & Conditions of Trade".

Warranty Period and Details

1. Subject to the provisions of this Warranty, Cooling Brothers warrants that the Product, for a period of 5 years from the date of manufacture:

- (a) conforms with the relevant quality, thickness and dimensional requirements of AS/NZS 2208 for Grade A safety glass;
- (b) other than where the Product is Heat Strengthened glass, bears permanent identification marking in accordance with AS/NZS 2208;
- (c) has been heat soaked in accordance with the Cooling Brothers heat soak test if specified on the order;
- (d) will not fail due to high energy thermal stress caused by solar radiant heat; and
- (e) where the Product is of adequate thickness for the design wind pressures specified by the Buyer in accordance with Australian and New Zealand Standards AS/NZS 1170 and AS1288 or NZS 4223, will not fail.
- (f) visible or visual defects, inclusions or faults that can be seen from a distance of at least 3 metres and which are not within the acceptable limits set out in Cooling Brothers specifications for the Product as in force at the time of sale. (A copy of which is available on request).

2. Warranty Coverage

This Warranty is to be read in conjunction with the Cooling Brothers "Terms and Conditions of Sale" in force at time of sale. This Warranty which only provides for free replacement of the Product or refund of the original invoice value, accepts no liability for personal injury, loss, claims, property damage, or labour, material or other costs (whether special or consequential or otherwise), howsoever caused or arising and whether direct or indirect.

3. Compliance to Standards

All Product conforms with the applicable Australian and New Zealand Standard AS/NZS 2208.

4. Conditions

The Warranty is further subject to the following conditions:

- (a) That the Buyer acknowledges that the Product at the time of delivery was undamaged and free from any defects.
- (b) That the Product is protected from contact with wet cement, hard foreign objects, metals and materials likely to cause abrasive damage.
- (d) That installation and maintenance of the Product is entirely in accordance with Cooling Brothers recommendations as published in Cooling Brothers literature and any specific correspondence pertaining to this installation, and the glass components are not damaged in any way before or during installation.
- (e) That the Product is not exposed to chemical fumes or gases other than those present in normal clear atmospheric air nor is subject to prolonged exposure to water or moisture which may cause rainbow type staining, nor is exposed to radiation of any type other than normal sunlight.
- (f) That the Product is not subject or likely to be subject to stresses from any cause in excess of the stresses advised as acceptable in Cooling Brothers literature or in specific correspondence.
- (g) That the intended application has been brought to the attention of Cooling Brothers prior to order acceptance and heat soak treatment specified where recommended by Cooling Brothers.

Warranty effective November 1st, 2013

Cooling Brothers Glass Company Pty Ltd

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tel. +61 8 6104 1777 fax. +61 8 6104 1744 www.coolingbros.com.au ABN 12 059 933 809

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Warranty Period and Details continued

5. Reporting and Verification of Product Failure

Cooling Brothers has the right to establish to its satisfaction that the Product deterioration or failure is in accordance with the above Warranty and that all of the above conditions have been met. Any failure of the Product shall be reported immediately to Cooling Brothers to enable the Product to be examined in situ by Cooling Brothers to determine cause of failure and if failure of the Product is not notified to Cooling Brothers within seven days of failure, the Buyer shall be deemed to have waived all rights under the Warranty (subject always to the full terms and conditions of the agreement).

6. Exclusions

The Warranty specifically excludes any glass breakage from any cause other than faulty materials up to the specified design wind pressure as determined in accordance with Australian & New Zealand Standards AS/NZS 1170 and AS1288 or NZS 4223 and specifically excludes any consequential liabilities following installation.

In Australia: subject to limitations imposed by the Trade Practices Act 1974 and any other applicable legislation.

In New Zealand: Subject to any limitations in the Commerce Act 1986, the Fair Trading Act 1986, the Consumer Guarantees Act 1993 and any other applicable legislation.

This Warranty is in substitution for and to the exclusion of all other rights and remedies (if any)

7. Warranty of Replacement Product

Any replacement Product supplied pursuant to this Warranty shall be warranted only until the expiration of the Warranty period for the original Product.

8. Advice

Advice as to applications to which the Product can be put may be obtained from Cooling Brothers representatives.

9. Governing Law

In Australia: this Warranty shall be governed and interpreted according to the laws applying in the State of Western Australia, Australia.

In New Zealand: this Warranty shall be governed and interpreted according to the laws applying in Auckland, New Zealand.

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