

# Toughened Laminated Glass Warranty Information

Cooling Brothers Glass Company Pty Ltd ABN 12 059 933 809 ("the Supplier") hereby supplies to the legal entity buying or agreeing to buy ("the Buyer") the following Warranty in respect of its product Toughened Laminated Glass ("the Product"). This warranty is to be at all times together with, and subject to, the Cooling Brothers Glass Company "Terms and Conditions of Sale".

## Warranty Period and Details

### 1. Period

Subject to the provisions of this Warranty, the Supplier warrants that the Product shall be, for a period of 5 years from the date of manufacture, free from:

- (a) edge separation or delamination other than that which occurs within 20mm of the original glass edges.
- (b) 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' published 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 Suppliers "Terms and Conditions of Sale" in force at time of sale.

The warranty period covers the coating of the glass only. This warranty must be read in conjunction with the Suppliers individual glass product warranties.

This Warranty only entitles the Buyer to free replacement of the Product or refund of the original invoice value, and 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

The Product conforms with the applicable Australian and New Zealand Standards AS/NZS 2208 and AS/NZS 2080.

### 4. Conditions

The Warranty is further subject to the following conditions:

- (a) The Warranty applies only to Product in the size, shape and form supplied to the Buyer. Any Product undergoing subsequent cutting, edge working or processing shall be excluded from this Warranty.
- (b) The Product is not installed where temperatures greater than 70°C are likely to be experienced.
- (c) Any sealant used in glazing is compatible with the Product interlayer. In the case of XIR interlayer the sealant used must be compatible with the sealant supplied as the edge seal on the glass.
- (d) All supply and installation of the product is carried out by a Glazier accredited by the Glass and Glazing Association of Western Australia, or the Australian Glass & Glazing Association;
- (e) Any defects are subject to the visual defects inspection clause contained in the Supplier's "Terms and Conditions of Sale"
- (f) The Buyer acknowledges that the Product at the time of delivery was undamaged and free from any defects.
- (g) At all times after delivery, the Product is protected from contact with wet cement, hard foreign objects, metals and materials likely to cause abrasive damage.
- (h) The installation, design, cleaning and maintenance of the Product is entirely in accordance with AS1288/2006 Glass in Buildings, and the Suppliers instructions as published in the Suppliers literature and any specific correspondence pertaining to this installation, and the glass components are not damaged in any way before or during installation. The selection of product is in accordance with Australian Standard AS 1288 and NZ Standard NZS 4223.
- (i) That the Product is not exposed to chemical fumes or gases other than those present in normal clear atmospheric air nor is exposed to radiation of any type other than normal sunlight.
- (j) The Product is not subject or likely to be subject to stresses from any cause in excess of the stresses advised as acceptable in the Suppliers literature or in specific correspondence.

Warranty effective from date of manufacture

Cooling Brothers Glass Company Pty Ltd

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# Laminated Glass Warranty Information

Warranty Period and Details continued

#### 4. Conditions (continued)

(k) That the intended application has been brought to the attention of the Supplier prior to order acceptance, heat soak treatment specified where recommended by the Supplier, and that a Thermal Safety Assessment has been carried out.

#### 5. Reporting and Verification of Product Failure

The Supplier has the right to establish to its satisfaction whether Product deterioration or failure is covered by this Warranty and that the buyer has complied with all of the Warranty conditions. Any failure of the Product shall be reported immediately to the Supplier to enable the Product to be examined in situ by the Supplier to determine cause of failure. If failure of the Product is not notified to the Supplier within seven days of failure, the Buyer shall be deemed to have waived all rights under this Warranty (subject always to the full terms and conditions of the agreement).

#### 6. Exclusions

The Warranty specifically excludes any Product 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.

The Clause immediately above applies:

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

(b) 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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