

# GLASSWORKS

## WARRANTY

### GLASSWORKS ArchiLam™

Glassworks (Aust) P/L, hereby provides the following Warranty in respect of ArchiLam™ glass including Toughened and Heat Strengthened (tempered) glass laminates ('the Product').

#### 1. Warranty Period and Details

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

- Edge separation or de-lamination other than that which occurs within 20mm of the original glass edges.
- 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 the 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 and subject to the Glassworks 'Terms and Conditions of Sale' as in force at the time of sale.

So far as the law permits, this Warranty provides only for free replacement of the Product or refund of the original invoice value and under this Warranty, Glassworks 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 architectural and automotive Laminated Safety Glass conforms with the applicable Australian Standards AS2208 and AS2080.

#### 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 by Glassworks to the Buyer. Any product undergoing subsequent cutting, edgework or processing shall be excluded from the warranty.
- b) The Buyer acknowledges that the Product at the time of delivery was undamaged and free from any defects.
- c) The Product is protected from contact with wet cement, hard foreign objects, metals and materials likely to cause abrasive damage;
- d) Installation and maintenance of the Product is entirely in accordance with Glassworks' recommendations as published in Glassworks' literature and any specific correspondence pertaining to this installation, and the glass components are not damaged in any way before or during installation;
- e) The Product is installed in a manner that prevents prolonged contact with moisture at the glass edge;
- f) The Product is not exposed to chemical fumes or gases other than those present in normal clear atmospheric air nor is subjected 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;
- g) The Product is not subject, or likely to be subject to stresses from any cause in excess of the stresses advised as acceptable in Glassworks literature or in specific correspondence;
- h) The Product is not installed where temperatures greater than 70°C are likely to be experienced, and any sealant used in glazing is compatible with the laminated glass interlayer.

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

Glassworks has the right to establish to its satisfaction that any 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 must be reported immediately to Glassworks to enable the Product to be examined in situ by Glassworks to determine cause of failure, and if failure of the Product is not notified to Glassworks within seven days of failure, the Buyer will be deemed to have waived all rights under the Warranty.

## 6. Exclusions

So far as the law permits:

- a) The Warranty specifically excludes any consequence of glass breakage other than where the thickness of the glass is below that required by Australian Standards AS1170 and AS1288 for the design wind pressure specified by the Buyer.
- b) This Warranty is in substitution for and to the exclusion of all other rights and remedies (if any) and Glassworks makes no representation or Warranty as to the merchantability of the Product or that it is fit for any particular purpose or use.

## 7. Warranty of Replacement Product

Any replacement Product supplied pursuant to this Warranty will 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 Glassworks representatives.