

GLASSWORKS

WARRANTY

GLASSWORKS EnerSave™

Glassworks (Aust) P/L hereby provides the following Warranty in respect of EnerSave™ insulated Glass Units ("the Product").

1. Warranty Period and Details

Subject to the provisions of this Warranty, Glassworks warrants that the Product shall be, for a period of **10 years** from the date of manufacture, free of:

- Material obscuration of vision resulting from moisture or film formation or dust collection on the interior glass surfaces of the airspace under normal conditions of use.
- Failure due to inadequacy of structural strength resulting from faulty materials up to the specified design wind pressure as determined in accordance with Australian Standards AS1170 and AS1288.

2. Warranty Coverage

This Warranty is to be read in conjunction with the Glassworks "Terms and Conditions of Sale" currently in force.

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 EnerSave™ Insulated Glass Units, when ordered with Safety glass conform with the applicable Australian Standard AS2208.

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.
- c. That installation and maintenance of the Product is entirely in accordance with AS4666 and/ or 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.
- d. 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.
- e. 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 Glassworks literature or in specific correspondence.
- f. That the intended application has been brought to the attention of Glassworks prior to order acceptance and heat soak treatment specified where recommended by Glassworks.

5. Reporting and Verification of Product Failure

Glassworks 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 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 shall be deemed to have waived all rights under the Warranty (subject always to the full terms and conditions of this 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 Standards AS1170 and AS1288, and specifically excludes any consequential liabilities following installation.

Subject to limitations imposed by the Trade Practices Act, this Warranty is in substitution for and to the exclusion of all other rights and remedies (if any) and Glassworks makes no Warranty on merchantability or that the Product is fit for any particular purpose or use.

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 Glassworks representatives.