

Heat Soaked Toughened Glass

The following Warranty in respect of heat soaked toughened glass ("the Product") is provided by the following:

National Glass Pty Ltd- 166 Granite St Geebung Q4034

Warranty Period and Details

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

- a. remain free from visible or visual defects, inclusions or faults which can be seen from a distance of at least 3 metres and which are not within the acceptable limits set out in AS4667 Australian Standard Quality requirements for cut-to-size and processed glass.
- b. will not suffer a breakage caused by Nickel Sulphide contaminant. This clause is to be read in conjunction with Warranty Conditions (h) below.

Warranty Coverage

This Warranty is to be read in conjunction with and is subject to the National Glass "Terms and Conditions of Sale" in force at the time of sale.

In the event that the Product fails to meet the terms of the Warranty and such failure is caused by the direct result of a defect in the material or manufacture of the Product, National Glass will at its option resupply the Product or refund the original invoice value of the Product.

Conditions

The Warranty is further subject to the following conditions:

- a. the Warranty applies only to the Product in the size, shape and form supplied by National Glass to the Buyer. Any Product undergoing subsequent cutting, edge working, processing or any further alteration shall be excluded from this 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. the installation, cleaning and maintenance of the Product is entirely in accordance with National Glass recommendations as published in National Glass 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 not exposed to chemical fumes or gases other than those present in normal clean atmospheric air nor is subject to prolonged exposure to water or moisture, nor is exposed to radiation of any type other than normal sunlight.
- f. the Product is not installed where temperatures greater than 70oC are likely to be experienced.
- g. with coated glass, the product has been installed with the coated surface glazed to the inside of the building and not exposed to the exterior.
- h. in the event of product breakage and it is determined that Nickel Sulphide contaminant is the cause of the breakage, National Glass will at its option resupply the Product or refund the original invoice value of the Product.

This Warranty does not apply where the Product has been used in any manner not in accordance with the conditions of this Warranty or the manufacturer's instructions, and will not cover any damage to a Product, or any other loss, which may be sustained as a result of the placement of any other materials on the Product by any party other than National Glass or its authorized representative. This includes, but is not limited to,





Heat Soaked Toughened Glass (cont...)

adhesive or security films, hydrophobic coatings, harsh or abrasive cleaners, paints, adhesives, marker pens, signage or advertising materials, or protective materials.

Reporting and Verification of Product Failure

National Glass has the right to establish to its satisfaction that the Product defect 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 National Glass. If failure of the Product is not notified to National Glass 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 sale).

Products must not be returned without the prior agreement of National Glass. National Glass may require the Product to be examined in situ to determine the cause of the failure.

All expenses of claiming in respect of this Warranty will be borne by the person making the claim. National Glass may require documentation supporting the claim to be provided.

Exclusions

The Warranty specifically excludes any consequence of glass breakage from any cause other than defective material or manufacture of the Product up to the specified design wind pressure as determined in accordance with Australian and New Zealand Standards AS/NZS 1170.2 and AS1288 and specifically excludes any consequential liabilities following installation.

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.