Custom Laminated Glass Warranty Details

Warranty Effective July 1st 2016

JV PARTNERSHIP (LP) T/A TOUGH GLASS ABN 28 375 211 909 ("The Supplier") hereby provides the following Warranty in respect of Custom Laminated Glass ("the Product") for the benefit of the end user of the Product ('Buyer). This warranty is to be read every time together with, and subject to, the Tough Glass "Standard Terms & Conditions of Trade".

Warranty Timeframe and Particulars

1. Timeframe
Subject to the requirements of this Warranty, the Supplier warrants that the Product will be, for a period of 60 months from the date of manufacture, free from:
(a) edge separation or delamination other than that which arises within 15mm of the original glass edges.
(b) visible or visual faults, inclusions or defects that can be seen from a distance of at least 3 meters (9.85 feet) and which are not within the acceptable limits set out in Tough Glass' published specifications for the Product as in place at the time of sale.

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

3. Conditions
The Warranty is also subject to the below circumstances:
(a) All supply and installation of the product is carried out by an Installer who is a current member of the Glass and Glazing Association of Western Australia, or the Australian Glass & Glazing Association and must be accredited as a Glazier from either body;
(b) The Product is not installed where temperatures greater than 70°C are likely to be experienced.
(c) The Product is not exposed or likely to be subject to stresses from any cause in excess of the stresses advised as acceptable in the Suppliers written material or in specific correspondence.
(d) The Warranty applies only to Product in the shape, size and form supplied to the Buyer. Any Product undergoing additional cutting, edge working or processing shall be omitted from this Warranty.
(e) At all times after dispatch, the Product is protected from contact with hard foreign objects, wet cement, metals and materials likely to cause any damage.
(f) The Buyer recognizes that the Product at the time of dispatch was undamaged and free from any defects and or faults.
(g) Any faults are subject to the Defects clause contained in the Supplier's "Terms and Conditions of Sale"
(h) The installation, design, cleaning and maintenance of the Product is entirely in unity with AS1288/2006 Glass in Buildings, and the Suppliers instructions as published in the Suppliers information and any specific correspondence relating to this installation, and the glass parts are not damaged in any way before or during installation. The selection of product is in accordance with Australian Standard AS 1288.
(i) That the envisioned 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 performed.
(j) Any sealant used in glazing is conforming with the Product interlayer. In the case of XIR interlayer the sealant used must be industry matching with the sealant supplied as the edge seal on the glass.
(k) That the Product is not unprotected to chemical fumes or gases other than those present in normal clear climate air nor is exposed to radiation of any type other than regular daylight.
(l) That the Product is not subjected to prolonged exposure to water or moisture which may cause rainbow type staining.

For the avoidance of doubt, subject to any applicable law, the Supplier will not be liable for any loss suffered by

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the Buyer as a result of the Product not complying with the warranty, in the event that one or more of the above conditions are not met.

4. Warranty Cover
This Warranty is to be read in combination with the Suppliers "Terms and Conditions of Trade" in place at time of sale. This warranty must be read in conjunction with the Suppliers individual glass product warranties. This Warranty only allows the Buyer to free replacement of the Product or refund of the original invoice value, and accepts no liability for claims, loss, personal injury, damage of property, or labor, material or other costs (whether special or consequential or otherwise), howsoever caused or arising and whether direct or indirect.

5. Submitting and Confirmation of Product Failure
The Supplier has the authority to establish to its gratification whether Product deterioration or failure is covered by this Warranty and that the buyer has complied with all of the Warranty Conditions. Any fault of the Product shall be submitted as soon as possible to the Supplier to enable the Product to be examined in original place by a trained team member of the Supplier to evaluate cause of failure. If failure of the Product is not notified by written notice 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 trade).

6. Advice
Advice as to applications to which the Product can be put may be obtained from Tough Glass trained customer support representatives.

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

8. Exclusions
The Warranty specifically excludes liability for any failure from any other 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 and specifically excludes any consequential liabilities or damages following installation. The Clause immediately above applies:
(a) In Australia; subject to limitations imposed by the Competition and Consumer Act 2010, and any other applicable legislation, this Warranty is in substitution for, and to the exclusion of, all other rights and remedies (if any).

9. Product Replacement Warranty
Any replacement Product supplied pursuant to this Warranty will be warranted only until the expiration of the Warranty timeframe for the original Product.