Toughened Glass Warranty Details

Warranty Effective July 1st 2016

JV PARTNERSHIP (LP) T/A TOUGH GLASS ABN 28 375 211 909 ("The Supplier") is pleased to give you the Buyer the following warranty in relation to its product Toughened Glass ("the product"), which is to be read at every time together with, and subject to, the Tough Glass company "Standard Terms & Conditions of Trade".

Warranty Timeframe and Particulars

1. Timeframe
Subject to the requirements of this Warranty, Tough Glass warrants that the Product, for a period of 24 months from the date of Dispatch:
(a) conforms with the applicable quality, thickness and size requirements of AS/NZS 2208 for Grade A safety glass
(b) other than where the Product is Heat Strengthened glass, bears enduring identification marking in accordance with AS/NZS 2208;
(c) the Product will not fail due to high energy thermal stress caused by solar radiant heat
(d) has been heat soaked in agreement with the Tough Glass heat soak test if specified on the order;
(e) and where the Product is of satisfactory thickness for the design wind pressures specified by the Buyer in accordance with Australian and New Zealand Standards AS/NZS 1170 and AS1288 or NZS 4223, will not fail.
(f) visible or visual imperfections, inclusions or faults that can be seen from a distance of at least 300 centimeters (9.85 feet) and which are not within the acceptable parameters set out in Tough Glass stipulations for the Product as in force at the time of sale.

2. Adherence to Standards
All Toughened Product conforms with the applicable Australian and New Zealand Standard AS/NZS 2208.

3. Warranty Cover
This Warranty is to be read in combination with the Tough Glass "Terms and Conditions of Sale" in place at time of sale. This Warranty which only provides for free replacement of the Product or refund of the original invoice value, accepts; no property damage nor any liability for personal injury, loss, labour or claims of any other costs or material and other associated costs (whether consequential or special otherwise), howsoever caused or arising and whether direct or indirect.

4. Conditions
The Warranty is also subject to the following conditions:
(a) That the Buyer accepts that the Product at the time of delivery was unspoiled and free from any faults.
(b) That installation and maintenance of the Product is entirely in accordance with Tough Glass recommendations as available in Tough Glass literature and any specific correspondence relating to this installation, and the glass components are not spoiled in any form before or during installation.
(c) All installation of the Product is installed by an accredited Glazier by the Glass and Glazing Association of Western Australia or the Australian Glass and Glazing Association.
(d) That the Product is protected from contact with hard foreign objects, wet cement, materials and metals possibly to cause abrasive damage.
(e) That the Product is not unprotected to gases nor chemical fumes or gases other than those present in normal clear climate air nor is exposed to lengthy contact to water or moisture / fluid which may cause multi-coloured type staining, nor is exposed to radiation of any type other than regular daylight.
(f) That the Product is not objected or likely to be subject to stresses from any cause in excess of the stresses advised as acceptable in Tough Glass documentation or in specific written authorized communication.
(g) That the intended application has been brought to the attention of Tough Glass trained team member prior to order acceptance and heat soak treatment specified where recommended by Tough Glass.

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5. Submitting and Confirmation of Product Failure
Tough Glass has the authority to establish to its gratification that the Product decline or fault is in line with the above Warranty and that all of the above conditions have been met. Any fault of the Product shall be reported as soon as possible to a trained Tough Glass team member to enable the Product to be examined in original place by Tough Glass to determine cause of failure and if failure of the Product is not notified to Tough Glass within seven working 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 trade).

6. Advice
Advice as to requests to which Product can be submitted may be obtained from Tough Glass trained support team.

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. Rejections
The Warranty specifically rejects any glass breakage from any cause other than faulty materials up to the specified design wind pressure as determined in accordance with Australian Standards AS/NZS 1170 and AS1288 and specifically rejects any significant liabilities following installation.
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.

T + 61 8 6400 2000 **F** + 61 8 6400 2001 **E** info@toughglass.com.au
16 Prestige Parade, Wangara WA 6065 Australia toughglass.com.au
ABN 28 375 211 909