

# ToughSwitch™

## Warranty Details

Warranty Effective 1<sup>st</sup> November 2018

JV PARTNERSHIP (LP) T/A TOUGH GLASS ABN 28 375 211 909 (“The Supplier”) hereby provides the following Warranty in respect of ToughSwitch™ (“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. Tough Glass (the Manufacturer) warrants that ToughSwitch™ panels should be free from defects for three (3) years from the date of invoice unless otherwise specified. Defects include electrical failure and delamination of material or product failure because of workmanship. Tough Glass is not liable for any damages or costs associated with improper storage, installation, hardware or usage of the Product.
2. Tough Glass warrants that the electrical component of the Product, being the transformer, shall be free from any electrical defects that prevent operation of the Product for three (3) years from the date of invoice. (Note: The transformer contains a replaceable fuse.)
3. For any warranty claims to be considered, all ToughSwitch™ panels must be controlled with a Tough Glass supplied transformer. Operating the ToughSwitch™ product with any other power supply will instantly render all warranties null and void.
4. If the Product is not installed by all the Manufacturer’s recommendations and by qualified Glaziers and Electricians as recommended in the Tough Glass’s INFORMATION & INSTALLATION GUIDE the warranty will be null and void.
5. In the event of failure of the product switching due to improper installation of the electrical supply, the customer must provide a copy of the electrical installation certificate relating specifically to the installation of the Product which meets all local legislation, regulations, and codes of practice.
6. Tough Glass, in its discretion, may choose to either replace the Product at no cost or refund all or a prorated portion of the Customer cost. The Customer agrees to undertake all financial responsibility for removal of old Product and installation of new one. Tough Glass is not liable for any labour or transport costs related to the removal of old, or installation of new replacement.
7. It may be required that the panel or panels designated as defective or faulty be returned to Tough Glass for analysis. The cost and onus of freighting the panel or panels to the Manufacturer will be at the expense of the Customer, and due care must be taken in its packaging and handling.
8. Tough Glass is not obligated to honour any part of the above warranty or provide further service until full payment for the Product, as ordered, has been received.
9. The Customer must make themselves fully cognisant of the Manufacturer’s INFORMATION & INSTALLATION GUIDE before the installation of the Product.
10. If the Product is intended to be installed where it will be subjected to excessive moisture (wet glazing), then it is imperative that all the edges of the Product be properly sealed before framing with the appropriate tape and non-acetic, neutral silicone sealant as stipulated in the Manufacturer’s INFORMATION & INSTALLATION GUIDE. Failure to comply with this will render this warranty null and void.

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## NOTE

- Due to the physical and chemical properties of PDLC film being unique in each manufactured batch, if a replacement of ToughSwitch™ is supplied, it may not be possible to match operating performance of the other original ToughSwitch™ panels in the same system.
- ToughSwitch™ has to be switched OFF for a minimum of 4hrs per every 24hrs to conform with this warranty. Anything less than this will make the warranty null and void.