



TOUGHGLASS

ToughECO™ & ToughECO™ Plus Warranty Details

Warranty Effective July 1st, 2021

GLASS MAKERS PTY LTD t/a Tough Glass ABN 94 638 078 136 ("The Supplier") is pleased to give you the Buyer the following warranty in relation to its product ToughECO™ and ToughECO™ Plus ("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 Timeframes and Particulars

1. Timeframe

Subject to the conditions of this Warranty, Tough Glass warrants that the Product will, for a term of **10 years** from the date of manufacture:

(a) remain free from material obscuration of vision resulting from dust collection, film formation, moisture on the interior glass surfaces of the air or argon space under normal environment of use that is visible from 3 metres in normal viewing environment.

2. Warranty Cover

This Warranty is to be read in combination with and is subject to the Tough Glass "Terms and Conditions of Trade" in place at the time of purchase.

In the event that the Product fails to adhere to the terms of the Warranty set out in section 1, and such failure is influenced by the direct result of a defect in the material or manufacture of the Product, Tough Glass will at its discretion replace the Product or refund the original invoice value of the Product. These remedies are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates. This Warranty does not exclude, restrict or modify the application of any condition, warranty, guarantee, right or remedy conferred or implied under any provision of any statute including the Competition and Consumer Act 2010 (Cth) as the case may be, where to do so would break the relevant statute.

This Warranty is offered in addition to other rights and remedies available in respect of the acquisition of products by a "consumer" (as defined in the *Competition and Consumer Act 2010* (Cth)).

3. Conditions

The Warranty is also conditional to the following situations:

(a) the Warranty applies only to the Product in the shape, size and form supplied by Tough Glass to the Buyer. Any Product undergoing further cutting, processing, edge working or any further alteration shall be omitted from this Warranty.

(b) the Buyer concedes that the Product at the time of delivery was unspoiled and free from any flaws.

(c) the Product is protected from contact with materials likely to cause abrasive damage, wet cement, hard foreign objects, and metals.

(d) the installation, maintenance and cleaning of the Product is entirely in agreement with Tough Glass standards as published on our website and any specific communication pertaining to this installation, and the glass components are not damaged in any way before or during fitting.

(e) the Product is not exposed to chemical fumes or gases other than those present in normal clean climate air nor is subject to extended exposure to water or moisture, nor is exposed to radiation of any type other than normal daylight.

(f) the Warranty only covers product made with Hot Melt Secondary seal that conform with the Product's technical specification for glazing.



TOUGHGLASS

ToughECO™ & ToughECO™ Plus Warranty Details

Warranty Effective July 1st, 2021

(g) Tough Glass shall not be responsible for glass breakage, for glass degradation or coating damage caused by IGU seal failure, where such failure is not the fault of Tough Glass.

This Warranty does not apply where the Product has been used in any manner not in agreement 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 Tough Glass or its authorised representative. This includes, but is not limited to, adhesive or security films, hydrophobic coatings, harsh or abrasive cleaners, adhesives, paints or marker pens, signage or advertising materials, or protective materials.

4. Submitting and Verification of Product Failure

Tough Glass has the right to establish to its satisfaction that the Product defect or failure is in agreement with the above Warranty and that all of the above circumstances have been met.

Any failure of the Product shall be reported instantly to Tough Glass. If failure of the Product is not notified to Tough Glass within seven working days of failure, the Buyer shall be considered to have waived all rights under the Warranty (subject always to the full terms and conditions of trade).

Products must not be returned without the prior agreement of Tough Glass. Tough Glass may require the Product to be examined on site to determine the cause of the failure.

All expenses of claiming in respect of this Warranty will be taken by the person making the claim. Tough Glass may need written evidence supporting the claim to be provided.

For warranty claims or enquiries, please contact Tough Glass at 16 Prestige Parade, Wangara, Western Australia, or call 08 6400 2000, or email sales@toughglass.com.au.

5. Rejections

The Warranty specifically rejects any consequence of glass breakage from any cause other than defective material or manufacture of the Product and specifically excludes any consequential liabilities following installation.

Other than as expressly set out in this guarantee, and the warranties that cannot be excluded under The Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) (and any other law), Tough Glass excludes all other warranties, guarantees and remedies with regard to the Products including all implied warranties and guarantees. In addition, to the extent that it is able to do so, Tough Glass excludes all liability for damage and loss (including significant loss) where the Product is a good or service other than of a kind ordinarily acquired for personal, domestic or household use or consumption.

6. Product Replacement Warranty

Any replacement Product supplied pursuant to this Warranty shall be warranted only until the termination of the Warranty term for the original Product.

7. Governing Law

This Warranty shall be governed and understood according to the laws applying in the State of Western Australia.