

## CHEVRON TOUGHENED GLASS AND HEAT STRENGTHENED GLASS WARRANTY

Chevron Glass Pty Ltd, ABN 84 008 038 177, trading as Chevron Glass of 1 Emanuel Court, Melrose Park, South Australia and 5 Brandwood Street, Royal Park, South Australia, hereby provides the following Warranty in respect of Chevron Toughened Glass and Heat Strengthened Glass ("the Product") for the benefit of the end user of the Product ("Buyer").

### 1. Overview and interpretation

The Warranty set out below is an express warranty which is in addition to the Buyer's rights under the *Competition and Consumer Act 2010* (Cth) and any other applicable law. In the event that the Buyer is the direct customer of Chevron Glass, by purchasing the Product the Buyer agrees to the Chevron Glass standard Terms and Conditions of Sale, which may be viewed on the Chevron Glass website at <http://www.chevronglass.com.au>.

In this Warranty, unless the context otherwise requires:

- "delivery" means the time at which the Product leaves the possession of Chevron Glass; and
- "fail" means to develop a defect which, in the opinion of Chevron Glass, which opinion shall be formed in good faith and based on reasonable grounds, has developed as a result of, or has been caused by, the manufacture of the Product and "failure" has a corresponding meaning.

### 2. Warranty Period and Details

Subject to the provisions of this Warranty and in particular the conditions in clause 3:

- Chevron Glass warrants that the Product shall, for a period of **10 years** from the date of manufacture perform in accordance with the following ("**Performance Warranty**"):
  - will not fail due to high energy thermal stress caused by solar radiant heat;
  - where the Product is of adequate thickness for the design wind pressures specified by the Buyer in accordance with Australian and New Zealand Standards AS/NZS 1170 and AS 1288, will not fail as a result of wind pressure;
  - will not develop visible or visual defects, inclusions or faults that can be seen from a distance of at least 3 metres and which are not within the acceptable limits set out in the Chevron Glass published specifications for the Product as in force at the time of sale. (A copy of which is available on request).
- Chevron Glass warrants that the Product has the following characteristics ("**Characteristics Warranty**"):
  - the Product conforms with the relevant quality, thickness and dimensional requirements of AS/NZS 2208 and AS/NZS 2080 for Grade A safety glass;
  - other than where the Product is Heat Strengthened glass, the Product bears permanent identification marking in accordance with AS/NZS 2208, AS/NZS 2080 and AS 1288; and
  - if the order placed with Chevron Glass specified that the Product must be heat soaked, that the Product has been heat soaked in accordance with the heat soak treatment.
- Chevron Glass warrants that the Product conforms with the applicable Australian and New Zealand Standard AS/NZS 2208 and AS/NZS 2080 ("**Standards Warranty**").

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**3. Conditions**

This Warranty only applies if each of the following conditions is satisfied at all times from the time of delivery of the Product to the time that the Buyer suffers loss as a result of non-compliance with the Performance Warranty, the Characteristics Warranty or the Standards Warranty:

- a. the Product at the time of delivery was undamaged and free from any defects;
- b. the Product is protected from contact with wet cement, hard foreign objects, metals and materials likely to cause abrasive damage;
- c. installation and maintenance of the Product is entirely in accordance with industry recommendations as published and any specific correspondence pertaining to this installation, and the glass components are not damaged in any way before or during installation;
- d. the Product is not:
  - i. exposed to chemical fumes or gases other than those present in normal clear atmospheric air;
  - ii. subjected to prolonged exposure to water or moisture which may cause rainbow type staining;
  - iii. exposed to radiation of any type other than normal sunlight;
- e. the Product is not subject, or likely to be subject to stresses from any cause in excess of the stresses advised as acceptable in written advice from Chevron Glass whether this advice is made available to the public generally or only to the Buyer in specific correspondence;
- f. the intended application has been brought to the attention of Chevron Glass prior to order acceptance. If heat soaking of toughened glass is recommended by Chevron Glass but is not mandatory pursuant to the National Construction Code, the Buyer agreed to implement that recommendation prior to Chevron Glass accepting the order.

For the avoidance of doubt, subject to any applicable law Chevron Glass will not be liable for any loss suffered by the Buyer as a result of the Product not complying with the Performance Warranty or the Standards Warranty in the event that one or more of the above conditions are not met.

**4. Reporting and Verification of Product Failure**

Chevron Glass reserves the right to establish to its satisfaction that any Product deterioration or failure falls within the scope of the Performance Warranty, Characteristics Warranty or the Standards Warranty and that all of the conditions in clause 3 have been met. The Buyer must:

- report the Product's non-compliance with the Performance Warranty, Characteristics or the Standards Warranty immediately to Chevron Glass by written notice sent to the above address or in any event within 7 days of the time that the Product:
  - in the case of non-compliance with the Performance Warranty, when the Product first ceases to comply with the Performance Warranty; and
  - in the case of the Characteristics Warranty or the Standards Warranty, the earlier of the time when the Product fails or the time when the Buyer suffers loss as a result of non-compliance with the Characteristics Warranty or the Standards Warranty;
- do all things which Chevron Glass reasonably requires to be done to enable Chevron Glass to assess whether or not the conditions in clause 3 have been complied with and whether the Product has failed to meet the Performance Warranty, Characteristics Warranty or Standards Warranty and in particular the Buyer must allow the Product to be examined *in situ* by Chevron Glass to determine the cause of failure or of the Buyer's loss as the case may be.

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In the event that the Buyer does not comply with its obligations under this clause 4, the Buyer is deemed to have released Chevron Glass from any liability for breach of this Warranty and this Warranty is terminated.

**5. Warranty Coverage**

If this Warranty is breached, the liability of Chevron Glass is limited to whichever Chevron Glass chooses, in its absolute discretion, of the following:

- supplying the customer with a free replacement of the Product; or
- refunding the value of the original invoice paid by the Buyer, whether that invoice was paid directly to Chevron Glass or to another person, or the average market price of the Product at the time at which the Buyer purchased that product, whichever is the lower.

Chevron Glass will not be liable, as a result of breach of this Warranty, for any loss directly or indirectly resulting from the purchase or use of the Product including, without limitation, personal injuries, losses, claims, property damage or wasted labour, material or other costs. The Buyer will bear the expense of claiming this Warranty.

**6. Exclusions**

The Warranty specifically excludes liability for any failure from any cause other than faulty materials and specifically excludes any liability for consequential losses or damage following installation.

Subject to limitations imposed by the *Competition and Consumer Act 2010* (Cth) and any other applicable legislation, this Warranty is in substitution for and to the exclusion of all other rights and remedies (if any). In particular implied conditions and warranties under s12 to s15 of the *Sale of Goods Act 1895* (SA) are specifically excluded from this Warranty.

**7. 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.

**8. Advice**

Advice as to applications to which the Product can be put may be obtained from Chevron Glass representatives.

**9. Governing Law**

This Warranty shall be governed and interpreted according to the laws applying in the State of South Australia, Australia and the Buyer agrees that any proceedings in relation to this Warranty shall be commenced in South Australian courts.

**10. Australian Consumer Law (Consumers only)**

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.