

CHEVRON INSULATED GLASS UNITS 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 Insulated Glass Units (“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**”):
 - Be free of material obscuration of vision resulting from moisture or film formation or dust collection on the interior glass surfaces of the airspace under normal conditions of use that is visible from 3 metres in normal viewing conditions.
 - Not fail due to inadequacy of structural strength resulting from faulty materials up to the specified design wind pressure as determined in accordance with Australian and New Zealand Standards AS/NZS 1170.2 and AS 1288.
- In the case of Products ordered with toughened glass manufactured by Chevron Glass, Chevron Glass warrants that the toughened glass portion of the Product conforms with the applicable Australian and New Zealand Standard AS/NZS 2208. Dimensions and tolerances are in accordance with Australian and New Zealand Standard AS 4666 (“**Standards Warranty**”).

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 or the Standards Warranty:

- a. Where the application of the Product (unit) is structural or overhead glazing, or if it is a stepped unit, the Product must be made with silicone secondary seal, and glazing must comply with the industry standard.
- b. For weather sealing Insulated Glass Unit butt joints, only Dow Corning 991 Silicone High Performance Sealant or Dow Corning 995 Silicone Structural Glazing Sealant are approved. For structural glazing, only Dow Corning 995 Silicone Structural Glazing

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Sealant is approved. Where units are manufactured with a polysulphide secondary seal, silicone must not come into contact with the polysulphide as the two products are not compatible. Any other types of sealants must be checked for compatibility with the components of Insulated Glass Units and approved by Chevron Glass.

- c. The Product at the time of delivery was undamaged and free from any defects.
- d. The Product is protected from contact with wet cement, hard foreign objects, metals and materials likely to cause abrasive damage.
- e. The installation of the Product is in accordance with AS 4666 which requires a minimum edge cover of 12mm plus an edge clearance of an additional 3mm.
- f. In addition to the installation, the design and maintenance of the Product is in accordance with AS 4666 and any specific correspondence pertaining to this installation. Setting blocks made from EVA, EPDM, PVC and/or recycled plastic or rubber must not be used in installation. Aromatic synthetic material must be avoided, e.g. polystyrene "PS", acryle butadienstyrole copolymer "ABS" or any other polyblends or copolymers. Major sealant manufacturers advise they are not compatible with polysulphide and silicone. The selection of product is in accordance with Australian Standard AS 1288. Setting blocks recommended are those made from polyethylene "PE", polypropylene "PP" or polyamide (reinforced with fibreglass).
- g. The Product was not damaged in any way before or during installation.
- h. The Product is not exposed to chemical fumes or gases other than those present in normal clear atmospheric air, nor subject to prolonged exposure to water or moisture which may cause rainbow type staining, nor exposed to radiation of any type other than normal sunlight.
- i. The Product is not subject, or likely to be subject to stresses from any cause in excess of the stresses advised as acceptable in AS 4666.
- j. The intended application has been brought to the attention of Chevron Glass prior to order acceptance. If a thermal assessment is recommended by Chevron Glass, the Buyer agreed to implement that recommendation prior to Chevron Glass accepting the order. 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.
- k. The product must be stored indoors and not exposed to the elements prior to installation.
- l. The product shall also be stored in a cool, dry environment with both edges of the unit supported. The units shall be stored in a safe manner.

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 and 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 and 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 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 Standards Warranty;

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- 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 or the 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.

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 for that breach is limited to whichever Chevron Glass chooses, in its absolute discretion, from 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.
- If the product originally supplied is no longer available in the Chevron Glass product range, Chevron Glass reserve the right to supply a substitute product with all care taken to match colour and performance.

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 up to the specified design wind pressure as determined in accordance with Australian and New Zealand Standards AS/NZS 1170.2 and AS 1288, and specifically excludes any liability for consequential losses or damage following installation.

- The Warranty also excludes units produced as a circle and units produced with any of the following: Holes, Notches and Cut-outs.

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.

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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.