

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 Warranties 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 Warranties set out below are express warranties which are 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 document, 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 reasonable opinion of Chevron Glass, 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 document and in particular the conditions in clauses 3 and 4, Chevron Glass warrants:

- for a period of **10 years** from the date of manufacture, that the Product is free from defects in materials and workmanship and perform in accordance with the following criteria:
 - the Product 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; and
 - the Product will 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 (hereafter the "**Performance Warranty**").
- for Products that are ordered with toughened glass which is 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**").

In this document, each of the Performance Warranty and the Standards Warranty is "a Warranty" and together they are "Warranties".

3. Conditions

This document 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 a Warranty:

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- 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 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 defect;
- 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 butadienstyrene copolymers "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; and
- 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, and 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 a Warranty in the event that one or more of the above conditions are not met.

4. Exclusions

The Warranties exclude:

- 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; and

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- the Products or units produced as a circle or with any of the following: Holes, Notches and Cut-outs.

The Warranties do not apply to the extent of any defect or failure to the Product caused by an accident, misuse, abuse, malicious or intentional acts to damage, weather phenomenon (bushfire, storm, lightning, wind, hail, flood), impact from another object, lack of reasonable care, unauthorised modification, loss of parts, tampering or attempted repair by an unauthorised person or persons.

The Warranties do not apply, and Chevron Glass will not be liable for:

- any indirect, consequential or economic loss, or loss of profits or loss of opportunity, arising in or in connection with the Product or the installation of the Product; and / or
- any personal injury, property damage or wasted labour, materials or other indirect costs in connection with any defect covered by a Warranty, except as expressly stated in clause 5

Subject to:

- limitations imposed by the *Competition and Consumer Act 2010 (Cth)* and any other applicable legislation; and
- any other applicable terms or conditions in Chevron Glass's standard terms of trade, the Warranties are in substitution for and to the exclusion of all other rights and remedies (if any) of the Buyer. In particular, implied conditions and warranties under s12 to s15 of the *Sale of Goods Act 1895 (SA)* are specifically excluded from the Warranties.

5. Reporting and Verification of Product Failure

Chevron Glass reserves the right to establish to its satisfaction that any Product or Product failure falls within the scope of a Warranty, and that all of the conditions in clauses 3 and 4 have been met.

The Buyer must:

- report the Product's non-compliance with the 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, shows signs of the defect or the time when the Buyer suffers loss as a result of non-compliance with 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 a 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 the cause 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 5, the Buyer is deemed to have released Chevron Glass from any liability for breach of a Warranty and this document is terminated.

6. Warranty Coverage and Costs

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

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- 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.

7. Warranty of Replacement Product

Any replacement Product supplied pursuant to this document 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 document shall be governed and interpreted according to the laws applying in the State of South Australia, and the Buyer agrees that any proceedings in relation to this document 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.