



CHEVRON CUSTOM LAMINATED 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 Custom Laminated Glass ("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 clause 3, Chevron Glass warrants:

- for a period of **5 years** from the date of manufacture, that the Product is free from defects in materials and workmanship, and the Product will perform in accordance with the following criteria:
 - This product will remain free from edge separation or delamination other than which occurs within 20mm of the original glass edges.
 - the Product 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 from Chevron Glass on request or may be viewed on the Chevron Glass website). (hereafter, the "**Performance Warranty**");

and

- the Product conforms with the applicable Australian and New Zealand Standards AS 2208 and AS 2080 ("**Standards Warranty**").

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

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compliance with a Warranty:

- a. the Warranties apply only to Product in the size, shape and form supplied by Chevron Glass to the Buyer. Any Product which undergoes subsequent cutting, edge working or processing shall be excluded from a Warranty which arises under this document;
- b. at the time of delivery, the Product appeared to be undamaged and free from any failure;
- c. the Product is protected from contact with wet cement, hard foreign objects, metals and material likely to cause abrasive damage;
- d. installation and maintenance of the Product is entirely in accordance with industry recommendations and any specific correspondence supplied by Chevron and pertaining to this installation, and the glass components are not damaged in any way before or during installation;
- e. the Product is installed in a manner that prevents prolonged contact with moisture at the glass edge;
- f. 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;
- g. the Product is not subject, or likely to be subject to stresses from any cause in excess of the stresses advised as acceptable in the industry or in specific correspondence;
- h. the Product is not installed where temperatures greater than 70°C are likely to be experienced;
- i. any sealant used in glazing is compatible with the laminated glass interlayer. (details of compatible sealants can be obtained from Chevron Glass representatives); and
- 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.

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 if one or more of the above conditions are not met.

4. Exclusions

The Warranties do not apply to the extent of any 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.

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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 clause 3 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 this 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:

- 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.

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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 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.