

## ThermoTech™ Insulating Glass Units Warranty

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In Australia: CSR Building Products Limited ABN 55 008 631 356 trading as Viridian of 95 Greens Road, Dandenong, Victoria,

In New Zealand: CSR Viridian (NZ) Ltd CN 6355 of 19 Gabador Place, Mt Wellington, Auckland

hereby provides the following Warranty in respect of ThermoTech™ insulating glass units ("the Product").

### 1. Warranty Period and Details

Subject to the provisions of this Warranty, Viridian warrants that the Product shall be, for a period of **10 years** from the date of manufacture, free of material obscuration of vision resulting from moisture or film formation or dust collection on the interior glass surfaces of the air or argon space under normal conditions of use that is visible from 3 metres in normal viewing conditions.

Failure 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, AS1288 and NZS 4233

### 2. Warranty Coverage

This Warranty is to be read in conjunction with the Viridian "Terms and Conditions of Sale" " in force at time of sale.

This Warranty which only provides for free replacement of the Product or refund of the original invoice value, accepts no liability for personal injury, loss, claims, property damage, or labour, material or other costs (whether special or consequential or otherwise), howsoever caused or arising and whether direct or indirect.

### 3. Compliance to Standards

The Product conforms with the applicable Standard AS/NZS 2208 Dimensions and tolerances are in accordance with Australian New Zealand Standard AS/NZS4666.

### 4. Conditions

The Warranty is further subject to the following conditions:

(a) The Warranty only covers product made with Silicon Secondary seal, or applications where the unit is Structural glazed ,or glazed overhead , or is stepped, that comply with The Product's technical specification for glazing. (Located on the website.)

(b) The Buyer acknowledges that the Product at the time of delivery was undamaged and free from any defects.

(c) The glass used in the Product is manufactured by Viridian or if sourced externally confirmed in writing or warranted by the supplier to comply with Viridian product specifications.

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

(e) The installation, design, and maintenance of the Product is entirely in accordance with AS/NZS 4666 and Viridian recommendations as published in Viridian literature and any specific correspondence pertaining to this installation, and the glass components are not damaged in any way before or during installation. The selection of product is in accordance with Australian Standard AS 1288 and NZ Standard NZS 4223

(f) The Product is not exposed to chemical fumes or gases other than those present in normal clear atmospheric air nor is subject to prolonged exposure to water or moisture which may cause rainbow type staining, nor is 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 Viridian literature or in specific correspondence.

(h) The intended application has been brought to the attention of Viridian prior to order acceptance and heat soak treatment specified where recommended by Viridian and that a Thermal Safety Assessment has been carried out.

#### **5. Reporting and Verification of Product Failure.**

Viridian has the right to establish to its satisfaction that the Product deterioration or failure is in accordance with the above Warranty and that all of the above conditions have been met.

Any failure of the Product shall be reported immediately to Viridian to enable the Product to be examined in situ by Viridian to determine cause of failure and if failure of the Product is not notified to Viridian within seven days of failure, the Buyer shall be deemed to have waived all rights under the Warranty (subject always to the full terms and conditions of the agreement).

#### **6. Exclusions**

The Warranty specifically excludes any glass breakage 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 AS1288 or NZS 4223 and specifically excludes any liability for consequential losses or damage following installation.

In Australia: subject to limitations imposed by the Trade Practices Act 1974 and any other applicable legislation.

In New Zealand: Subject to any limitations in the Commerce Act 1986, the Fair Trading Act 1986, the Consumer Guarantees Act 1993 and any other applicable legislation

This Warranty is in substitution for and to the exclusion of all other rights and remedies (if any)

#### **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 Viridian representatives.

#### **9. Governing Law.**

In Australia: this Warranty shall be governed and interpreted according to the laws applying in the State of Victoria, Australia.

In New Zealand: this Warranty shall be governed and interpreted according to the laws applying in the Auckland New Zealand.