

VistaTech™ Warranty

The following Warranty in respect of Viridian Glass Pty Ltd (“Viridian”) VistaTech™ triple insulating glass units (“Product”), is provided by the following:

Viridian Glass Pty Ltd ABN 68 006 904 052 of 8 Williamson Road, Ingleburn, New South Wales, 2565.

1. Warranty Period and Details

Subject to the provisions of this Warranty, Viridian warrants that the Product shall, for a period of **10 years** from the date of manufacture:

(a) remain free from visible or visual defects, inclusions or faults which can be seen from a distance of at least 3 metres, and which are not within the acceptable limits set out in Viridian’s published specifications for the Product as in force at the time of sale (a copy of which is available on request).

(b) remain free from material obscuration of vision resulting from moisture, 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.

(c) remain free from edge separation or delamination other than that which occurs within 6mm of the original glass edges when laminate substrate is used as a component.

(d) will not suffer peeling or cracking of the coating under normal conditions and usage.

2. Warranty Coverage

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

In the event that the Product fails to meet the terms of the Warranty set out in Section 1, and such failure is caused by the direct result of a defect in the material or manufacture of the Product, Viridian at its discretion will replace the Product or refund the original invoiced value of the Product. These remedies are in addition to other rights and remedies of the Consumer under a law in relation to the goods or services to which the Warranty relates. This Warranty does not exclude, restrict or modify the application of any condition, warranty, guarantee, right or remedy conferred or implied under any provision of any statute including the *Competition and Consumer Act 2010 (Cth)*, as the case may be, where to do so would contravene the relevant statute.

This Warranty is provided in addition to other rights and remedies available in respect of the acquisition of products by a “Consumer” and the person named in the relevant Sales Invoice or Quotation as the “Buyer” (as defined in the *Competition and Consumer Act 2010 (Cth)*).

The following applies in respect of Australian sales to a “Consumer” as set out in the *Competition and Consumer Act 2010 (Cth)*: *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 for 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.*

3. Conditions

The Warranty is further subject to the following conditions:

(a) the Warranty applies only to the Product in the size, shape and form supplied by Viridian to the Buyer. Any Product undergoing subsequent cutting, edge working, processing or any further alteration shall be excluded from this Warranty.

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

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

(d) the installation, cleaning and maintenance of the Product is entirely in accordance with Viridian's recommendations as published in Viridian's literature and any specific correspondence pertaining to the installation, and the glass components are not damaged in any way before or during installation.

(e) the Product is not exposed to chemical fumes or gases other than those present in normal clean atmospheric air.

(f) the Product is not subjected to prolonged storage in outside environments prior to installation where external seals are subject to direct sun or weather events, including but not limited to rain, dew or other moist environmental conditions.

(g) the Warranty only covers Product made with silicone or polysulphide secondary seal that complies with the Product's technical specification for glazing.

(h) Viridian shall not be responsible for glass breakage, glass degradation or coating damage caused by IGU seal failure, where such failure is not the fault of Viridian.

(i) where the Product is to be transported or installed at altitudes of 800 meters or more and above mean sea level, breather tubes or capillary tubes must be installed. Breather tubes must be sealed after sufficient acclimatisation has occurred at final altitude.

(j) the Product is installed following the fundamental glazing principles contained within AS4666:2012 "Insulated Glass Units" Section 3, Appendix E and F. This includes minimum requirements for setting block sizing, positioning, compatibility, and composition. Requirements of either drained or non-drained glazing systems are to prevent prolonged contact with moisture at the seal edge.

(k) the Product is not installed where temperatures equal to or greater than 70°C are likely to be experienced.

(l) any sealant used in glazing is compatible with the laminated glass interlayer. In the case of XIR glass interlayer usage the sealant used must be compatible with the sealant supplied as the edge seal on the glass. Please consult with Viridian for further details.

(m) use of the Product is limited to fully framed applications in residential projects only, up to a limit of 3 storeys in height but no more than 10 metres above the ground.

This Warranty does not apply where the Product has been used in any manner not in accordance with the conditions of this Warranty or the manufacturer's instructions, and will not cover any damage to a Product or any other loss, which may be sustained as a result of the placement of any

other materials on the Product by any party other than Viridian or its authorised representative(s). This includes but is not limited to, films, hydrophobic coatings, abrasive cleaners, paints, adhesives, marker pens, signage, advertising or protective materials.

4. Reporting and Verification of Product Failure

Viridian has the right to establish satisfaction of the Product defect or failure 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. If failure of the Product is not notified to Viridian within seven business days of failure, the Buyer shall be deemed to have waived all rights under the Warranty. This is subject to the full "Terms and Conditions of Sale" in force at the time of sale.

Products must not be returned without the prior agreement from Viridian. Viridian may require the Product to be examined in situ to determine the cause of the failure.

All expenses of claiming in respect of this Warranty will be borne by the person making the claim. Viridian may require documentation supporting the claim to be provided.

For warranty claims or enquiries, please contact Viridian Glass Pty Ltd of 8 Williamson Road, Ingleburn, New South Wales, 2565, or call 1800 847 434, or email viridian@viridianglass.com.

5. Exclusions

The Warranty specifically excludes any consequence of glass breakage from any cause other than defective material or manufacture of the Product and specifically excludes any consequential liabilities following installation.

Other than as expressly set out in this guarantee, and the warranties that can not be excluded under The Australian Consumer Law (Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*) and any other law, Viridian excludes all other warranties, guarantees and remedies with regard to the Products including all implied warranties and guarantees. In addition, to the extent that it is able to do so, Viridian excludes all liability for loss and damage (including consequential loss) where the Product is a good or service other than of a kind ordinarily acquired for personal, domestic or household use or consumption.

6. 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.

7. Governing Law

This Warranty shall be governed and interpreted according to the laws applying in the State of New South Wales, Australia.