

## Toughened Laminate Warranty

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 Clear, Toned (Tinted), Coated (including Low E products) Laminated glass including Toughened (tempered) and Heat Strengthened glass laminates ("the Product").

### 1. Warranty Period and Details

Subject to the provisions of this Warranty Viridian warrants that the Product will be, for a period of **5 years** from the date of manufacture, free of:

- (a) edge separation or delamination other than that which occurs within 20mm of the original glass edges.
- (b) 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 Viridian' published specifications for the Product as in force at the time of sale. (A copy of which is available on request).

### 2. Warranty Coverage

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

So far as the law permits, this Warranty provides only for free replacement of the Product or refund of the original invoice value and under this Warranty, Viridian 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 Australian and New Zealand Standards AS/NZS 2208 and AS/NZS 2080

### 4. Conditions

The Warranty is further subject to the following conditions:

- (a) the Warranty applies only to Product in the size, shape and form supplied by Viridian to the Buyer. Any Product undergoing subsequent cutting, edge working or processing shall be excluded from this Warranty;
- (b) 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;
- (c) the Buyer acknowledges that 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 material likely to cause abrasive damage;
- (e) installation and maintenance of the Product is entirely in accordance with 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;
- (f) the Product is installed in a manner that prevents prolonged contact with moisture at the glass edge;
- (g) the Product is not exposed to chemical fumes or gases other than those present in normal clear atmospheric air nor is subjected 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;
- (h) 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;

(i) the Product is not installed where temperatures greater than 70°C are likely to be experienced; and

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

(k) 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 any 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 must 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 will be deemed to have waived all rights under the Warranty. (Subject always to the full terms and conditions of the agreement).

#### **6. Exclusions**

So far as the law permits:

(a) the Warranty specifically excludes any consequence of glass breakage other than where the thickness of the glass is below that required by Australian and New Zealand Standards AS/NZS 1170 and AS1288 or NZS 4223 for the design wind pressure specified by the Buyer.

(b) 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 will 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.