



GLASS MARKET

TempaColour™ Warranty Statement

THE CHOICE IS CLEAR

WARRANTY

Glass Market (Vic) Pty Ltd, (ACN 627 882 777) hereby provides the **Warranties** in relation to the **Product** subject to the Conditions for the **Warranty Period**.

A reference to “us” or “we” is a reference to Glass Market (Vic) Pty Ltd and “our” and “ours” have the corresponding meaning.

The Warranties are provided solely and exclusively for the benefit of the purchaser of the Product.

DEFINITIONS

For the purpose of this Warranty Statement the following terms that have their first letter capitalized shall have the following meaning:

“**Product**” means

- **TEMPACOLOUR™**

“**Warranty Period**” means 5 years.

WARRANTIES

The Product will:

- a. be free from visible or visual defects, inclusions or faults which can be seen clearly from a distance of at least 3 metres and which are not within the limits set out in AS/NZS 4667:2000;
- b. not suffer fading, peeling or cracking of the coating under normal conditions and usage;
- c. maintain its finish, original appearance and integrity under normal climatic conditions;
- d. conform with the relevant quality, thickness and dimensional requirements of AS 2208:1996;
- e. bears the permanent identification marking in accordance with AS2208 if it is a toughened version of the Product, unless specifically requested otherwise by the purchaser;
- f. if heat treated, not fail due to high energy thermal stress caused by solar radiant heat; and
- g. not break or crack where the Product is of adequate thickness for the design wind pressures specified by the Buyer in accordance with Australian Standards AS1170 and AS1288.

CONDITIONS

The Warranties that are given in relation to a Product may be subject to some or all of the Conditions set out below. The Conditions which apply to the Warranties given in relation to a Product are set out in the Schedule:

- a. the applicable Warranties apply only to a Product in the size, shape and form supplied by us. That is, the applicable Warranties shall not apply to a Product that undergoes subsequent cutting, edge-working, processing or further alteration;
- b. at the time of delivery the Product was undamaged and free from any defects;
- c. the Product has not come into contact with wet cement, hard foreign objects, metals and materials likely to cause abrasive damage;

- d. the storage, installation, cleaning and maintenance of the Product is entirely in accordance with our published recommendations 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 Products is not subject to prolonged exposure to water or moisture at the glass edge or to the coated surface which may cause rainbow type staining, nor is it exposed to radiation of any type other than normal sunlight;
- g. any sealant, adhesives, tapes, or fixing materials used in installation are compatible with the backing paint or any coating that is part of the Product;
- h. where a Product has a coated surface, it has been installed with the coated surface on the inside of the building;
- i. the Product is not installed where it can be backlit without our approval;
- j. the Product may experience a small degree of fading or tone variation with particular combinations of colour depending on the intensity of UV exposure;
- k. the Product has been glazed and installed in accordance with the requirements of AS 1288: 2021;
- l. if the Product incorporates a Low E coating, that Low E coating will not be on the external face of the glass (being that which is exposed to the outside elements);
- m. the Product is not subject to stresses in excess of the stresses advised by us.

REMEDIES

In the event that a Product breaches any of the Warranties, and such failure is caused as a direct result of a defect in the material or manufacture of the Product (a “**Defective Product(s)**”), we will, at our option replace the Defective Product(s) or refund the original invoice value of relating to the Defective Product(s).

The Warranties provided under this Warranty Statement do 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.

The Warranties are provided in addition to other rights and remedies available in respect of the acquisition of products by a “consumer” (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.

REPORTING AND VERIFICATION OF BREACH OF WARRANTY

Where a Product is alleged to be in breach of a Warranty, we reserve the right to investigate the alleged breach and whether any of the Condition and Exclusions (as defined below in the paragraph below entitled - "When the Warranties Won't Apply – Exclusions"), apply. We may require the allegedly Defective Product to be examined in situ to determine the cause of the breach of Warranty and the application of any of the Conditions.

Any alleged breach of an applicable Warranty shall be reported to us immediately. Failure to notify us within seven (7) days shall have the effect of a waiver of the rights to a Remedy.

Products must not be returned without our prior agreement.

We will not be liable or responsible for any costs and expenses (including legal costs and expenses) incurred in making a claim under any of the Warranties.

For warranty claims or enquiries, please contact Glass Market (Vic) Pty Ltd at Factory 5, 77-83 Bay Field Road East, BAYSWATER NORTH, VIC, 3153 or call 03 9720 6711, or email info@glassmarket.com.au

EXCLUSIONS - WHEN THE WARRANTIES WON'T APPLY

The Warranties do not apply where a Product has been used in a manner that is contrary to or not in accordance with any of the Conditions, or the manufacturer's instructions.

Other than the Warranties and in relation to the statutory warranties (that cannot be excluded under The Australian Consumer Law (Schedule 2 of the *Competition and Consumer Act 2010* (Cth)) (and any other law)), we exclude all other express or implied warranties, guarantees, indemnities, representations, liabilities and remedies.

In addition, to the extent we are able to do so at law, we exclude any and all liability for any losses, damages, costs and expenses (including legal costs and expenses) (including consequential loss) where a Product is a good or service other than of a kind ordinarily acquired for personal, domestic or household use or consumption.

LIMITATIONS

The period of warranty in relation to any replacement Product supplied pursuant to a claim under a Warranty shall be limited to the expiration of the Warranty Period for the original Product.

GOVERNING LAW

This Warranty Statement shall be governed and interpreted according to the laws applying in the State of Victoria, Australia.

Document Control – Version 3 – 16 November 2021