

Seraphic™ Standard, Design & Custom 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 Viridian **Seraphic™** Toughened Glass and Heat-Strengthened Glass ("the Product") but excluding laminated toughened Seraphic glass products.

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:

- Significant deterioration of ceramic coating under normal conditions and usage.
- Visible and 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 the published specifications for the Product. (A copy of which is available on request.)
- Failure due to inadequacy of structural strength of the product as determined by AS1288 or NZS 4223 resulting from faulty materials up to the specified design wind pressure.

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

All Product conforms with the applicable Australian and New Zealand Standard AS/NZS 2208

4. Conditions

The Warranty is further subject to the following conditions:

- (a) That the Buyer acknowledges that the Product at the time of delivery was undamaged and free from any defects.
- (b) That the Product is protected from contact with wet cement, hard foreign objects, metals and materials likely to cause abrasive damage.
- (c) That the Product is protected from temperatures above 140 degrees Centigrade.
- (d) That installation and maintenance of the Product is entirely in accordance with Viridian's 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.
- (e) That the Product has been installed with the coated surface glazed to the inside of the building and not to the exterior of the building.
- (f) That 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, nor is exposed to radiation of any type other than normal sunlight.
- (g) That the Product is not subject or likely to be subject to stresses from any cause in excess of the stresses advised as acceptable in Pilkington literature or in specific correspondence.
- (h) That any sealant or adhesive used in glazing is compatible with the coating. i. Recommended cleaning and maintenance procedures are followed
- (i) That the product is not installed where it can be backlit unless specified at the time of initial enquiry to ensure that appropriate product design and testing are completed.
- (j) That the intended application has been brought to the attention of Viridian prior to order acceptance and heat soak treatment specified where recommended by Viridian.

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 Standards, AS/NZS 1170.2 and AS1288 or NZS 4223, and specifically excludes any consequential liabilities 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 Auckland, New Zealand.