



LandsonGlass

WARRANTY

TOUGHENED & HEAT STRENGTHENED

AUSTRALIA LANDSON GLASS (QINGDAO) CO., LTD (LANDSON) hereby provide the following warranty in respect of clear, tinted, and coated (including low-emissivity) toughened and heat strengthened glass products. ("The Product")

1. Warranty Period and Commentary.

Subject to the conditions of this warranty, **LANDSON** warrants that the Toughened or Heat Strengthened Product will, for a period of **5 years** from the date of manufacture, remain free of:

- (a) Visible or visual defects, inclusions or faults that can be seen from a distance of at least 3 meters (Refer Australian Standard AS4667:2000 Quality requirements for cut to size and processed glass).
- (b) Significant deterioration of coating under normal conditions and usage.

LANDSON warrants that the product conforms to the relevant thickness, quality and dimensional requirements of AS/NZS 2208:1996 Safety Glazing Materials for Use in Buildings (Grade A safety glass)

LANDSON recommends Heat Soaking of fully tempered glass to reduce the potential of spontaneous breakage due to nickel sulfide inclusions.

2. Coverage of Warranty

This Warranty is subject to the **LANDSON's** "Sales Confirmation" in force at the time of sale. If 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, **LANDSON** will at its option resupply the Product to original point of delivery on the original terms or refund the original invoice value.

3. Conditions of Warranty

The Warranty is also subject to the following conditions:

- (a) the Warranty applies only to Product in the original form supplied by **LANDSON** to the Buyer. Any Product which has been cut, edge worked or endured further processing shall be excluded from this Warranty;
- (b) the glass used in the Product is manufactured by **LANDSON** or if sourced externally confirmed in writing or warranted by the supplier to comply with **LANDSON** product specifications;
- (c) the Buyer acknowledges that the Product was undamaged and free from any defects at the time of delivery;
- (d) the Product is adequately protected from contact with wet cement, metals, hard foreign objects, and any other materials likely to cause abrasive damage to the glass product;



- (e) installation and maintenance of the Product is entirely in accordance with **LANDSON's** recommendations as published in **LANDSON** literature. Care must be taken to ensure that the glass product is not damaged in any way during storage and installation. Further instructional/advisory correspondence may apply to this installation;
- (f) the Product is installed in accordance with industry standards;
- (g) the Product must not be exposed to chemical fumes or gases other than those contained in normal clear atmospheric air. Prolonged exposure to water or moisture which may cause rainbow type staining should be avoided. Exposure to any form of radiation except normal sunlight must also be avoided;
- (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 **LANDSON's** literature or in specific correspondence;
- (i) installation of the Product where temperatures greater than 70°C are likely to be experienced should be avoided;
- (j) any sealant used in glazing must be compatible with coated glass types;
- (k) the recommended cleaning and maintenance procedures as detailed in **LANDSON's** literature are followed.
- (l) There must be no modification or alteration of the product including applied window film, glass surface protection and signage.

Preferential Wetting: During manufacturing and processing, glass is exposed to several processes and materials which can leave a residue on the surface of glass, such as sucker marks.

These residues are not visible under normal viewing conditions but may become apparent with moisture on the glass (i.e. rain water, condensation etc.) These residues do not affect the performance of the glass and often dissipate over time. These residues are not considered defect and do not constitute a cause for rejection of the glass.

This Warranty does not apply where the Product has been used in any manner outside the conditions of this Warranty or the manufacturer's instructions. The Warranty will not cover any damage to a product if placement of materials (e.g. adhesives, security films, paints, marker pens, labels, or protective materials) have been proven to have caused damage to the product. Use of abrasive and harsh cleaners which cause damage to the product will void this warranty.

4. Reporting and Verification of Product Failure

LANDSON 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 **LANDSON** to enable the Product to be examined by **LANDSON** to determine cause of failure and if failure of the Product is not notified to **LANDSON** 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).

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. Breakage due to Nickel Sulphide Inclusion is not deemed as defective material.

Other than as expressly set out in this guarantee, and the warranties that cannot be excluded under The Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) (and any other applicable law in any applicable jurisdiction), **LANDSON** 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, **LANDSON** 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.

LANDSON