## Warranty

Insulglass® - Insulated Glass Units

May 2023



## Warranty



## Insulglass® Insulated Glass Units

Australian Glass Group (Holdings) Pty Ltd ("AGG") ACN 603 493 901 (and any of its subsidiaries, divisions, affiliates, relates and associated companies, trusts & other entities and/or any successors and/or assigns) ("The Supplier") hereby supplies to the Buyer the following warranty in respect of its Product AGG Insulglass® Insulated Glass Units ("the Product") which is to be read at all times together with, and subject to, the Australian Glass Group Pty Ltd "Standard Terms & Conditions of Trade".

- 1. The Product is covered under the warranty contained in the following clauses for a period of 7 years from the date of manufacture.
- 2. Australian Glass Group warrants that the Product conforms to AS 4666: Insulated Glass Units and also the relevant thickness, quality, and dimensional requirements of AS 2208: Safety Glazing Materials for use in Buildings in application of Grade A safety glass and AS 4667: Quality Requirements for Cut to Size and Processed glass. When requested by the Buyer at the time of contract, the Product can bear permanent identification marking or equivalent Certificate.
- 3. The Product is manufactured with a primary seal of Polyisobutylene (PIB) and a secondary seal of Polysulphide (unless Structural Silicone has been specified) and this warranty is subject to all seals being encapsulated on installation.
- 4. Australian Glass Group warrants subject to the terms herein that the Product will be free of moisture or film formation, dust collection or condensation on the inside encapsulated air gap under normal conditions of use, as specified by AS 4666.
- 5. Australian Glass Group warrants that it will replace and deliver to the original point of delivery to the Buyer, all Products free of charge which in the opinion of Australian Glass Group Pty Ltd, but not otherwise, is of faulty manufacture.
- 6. This warranty provides free replacement of Product or refund of the original invoice value, accepts no liability for personal injury, loss, claims, property damage, or labour, material, or other costs, however caused or arising, whether direct or indirect.
- 7. Any component of the Product is covered under the warranty contained in the following clauses, free of:
  - a) visible or visual defects, inclusions or faults which are not within the acceptable limits set out in AS 4667 Quality requirements for cut-to-size and processed glass, or, AS 4666 Insulation Glass Units, effective at the time of manufacture.
  - b) edge separation or delamination of any laminated Products within the IGU, other than that which occurs within 20mm of the glass edges.
- 8. The Warranty applies only to the Product in the size, shape and form supplied by Australian Glass Group Pty Ltd to the Buyer. Any Product undergoing subsequent cutting, edge-working, or processing, addition of applied films or any other modification shall be excluded from this warranty.
- 9. The glass used in the Product manufactured by Australian Glass Group, if supplied by the Buyer, is to have confirmed in writing or warranted by the supplier to comply with Australian Glass Group Product specifications and adhere to any relevant AS Standards.
- 10. By accepting delivery, the Buyer acknowledges that the Product was undamaged and free from any defects at the time of delivery.
- 11. The Buyer acknowledges that after receipt of the Product, the Product is to be protected from contact with any foreign objects, metals, chemicals, liquids, or materials likely to cause damage to it. The Buyer also acknowledges that the Product is not to be exposed to chemical fumes or gases other than those present in normal clear atmospheric air, nor is exposed 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.

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- 12. The Buyer acknowledges the responsibility to confirm any high altitude of traveling or final destination of IGU units that may require the use of capillary tubes. This includes any locations 800m or more above the sea level of the original manufacturing plant, as well as accept any recommendation to do so by Australian Glass Group.
- 13. The Buyer acknowledges it is their responsibility to ensure glass is glazed in accordance with AS 4666: Insulating Glass Units including that the Product must be installed in a manner that prevents "prolonged" contact with moisture at the glass edge.
- 14. The Product must not to be installed close to any heating device or function that could heat the Products temperature greater than 70°C.
- 15. Any sealant used in glazing must be compatible with the sealants used in the IGU and any laminated glass where applicable.
- 16. This warranty is void if glass is glazed improperly, or, if damage or breakage occurs from events outside of human control, or, if Buyer has misrepresented the intended purpose of the Product in any way, or, if the manufacture method and or composition of the IGU in question is outside the scope of AS 1288, AS 4666, AS 4667 & AS 2208.
- 17. It is the Buyer's responsibility to request a thermal assessment for Products prone to risk of thermal breakage, such as coated and tinted solar absorbing Products and note that:
  - a) A thermal assessment will evaluate the probability of high energy thermal breaks occurring in the design. Low energy thermal breaks, which largely occur due to faults on edges cannot be covered in thermal assessments, and to this end it is the Buyer's responsibility to ensure that Products at risk (i.e., coated and tinted solar absorbing Products) are not glazed when damaged or shelled. This risk can be negated by specifying heat strengthened or toughened Products or reduced by flat grinding.
  - b) It is the Buyer's responsibility to accept recommendations made in the thermal assessment or any other recommendations by Australian Glass Group.
  - c) The Buyer acknowledges the responsibility to request any heat soak treatment in writing, if applicable, as well as accept any recommendation to do so by Australian Glass Group. Note that Spontaneous Breakage due to inclusions in the raw glass material (eg. Nickel Sulfide) are not covered under warranty and Heat Soaking does not guarantee the absence of inclusions.
- 18. Slight colour variations in glass can occur in glass Products due to minor variations in glass manufacturing between batching, iron content, coating compositions and/or manufacturing conditions. This needs to be considered by the Buyer particularly when ordering Product over time and/or in circumstances such as within the same façade or design.
- 19. Australian Glass Group reserves the right to inspect in the field any glass which is alleged to be defective, and which is subject to a claim under this warranty, any relevant Australian Standard or Australian Consumer Law.
- 20. This warranty does not limit or affect any rights a purchaser has under Australian Consumer Law.

## **Effective May 2023**

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