

# WARRANTY

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## INSULATED GLASS UNITS

**AUSTRALIA LANDSON GLASS (QINGDAO) CO., LTD (LQ)** hereby provides the following warranty to Taranto Glass & Aluminum Pty Ltd. in regard to insulated glass unit products for the RAAF Sale Project.

### 1. Warranty Period and Commentary.

Subject to the conditions of this warranty, **LQ** guarantees that the Insulated Glass Product will, for a period of **10 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 metres (Refer Australian Standard AS4667:2000 Quality requirements for cut to size and processed glass) and which are not within the acceptable limits set out in **LQ** published specifications for the Product as in force at the time of sale.
- (b) obstruction of vision caused by dust, moisture, or film on interior surfaces of glass,

**LQ** warrants that the product is manufactured in accordance with AS 4666: Insulating Glass Units and where applicable conforms to the relevant thickness, quality and dimensional requirements of the said Australian Standard and AS/NZS2208: Safety Glazing Materials for use in Buildings.

### 2. Coverage of Warranty

This Warranty is subject to the **LQ** "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, **LQ** will at its option resupply the Product 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 **LQ** 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 **LQ** or if sourced externally confirmed in writing or warranted by the supplier to comply with **LQ** 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 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 of the Product is entirely in accordance AS4666 and any recommendations as published in **LQ** 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 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 stain the glass surface 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 **LQ** literature or in specific correspondence;
- (i) any sealant used in glazing must be compatible with the seal of the insulated glass unit;
- (j) the recommended cleaning and maintenance procedures as detailed in **LQ'S** literature are followed;
- (k) **LQ** shall not be responsible for any glass breakage or degradation or damage to coatings that were caused by failure of the IGU seal, where such failure is found not to be the fault of **LQ**.

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**

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