

Custom Colour Coatings Warranty

The following Warranty in respect of K&K Custom Colour Coatings, ("the Product"), is provided by Rex Australia Pty Ltd trading as K&K Glass Pty Ltd ABN 33 062 402 233.

1. Warranty Period and Details

Subject to the provisions of this Warranty, K&K Glass warrants that the Product shall, for a period of 5 years from the date of manufacture:

- (a) remain free from visible or 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 as laid out in AS/NZS 4667. (a copy of which is available on request).
- (b) will conform with the relevant quality, thickness and dimensional requirements of AS2208:1996.
- (c) under normal climatic conditions the finish is guaranteed to maintain its original appearance and integrity.
- (d) will not suffer peeling or cracking of the coating under normal climatic conditions and usage.
- (e) under normal climatic conditions the finish is guaranteed to maintain its original appearance and integrity for a period of 5 years.
- (f) when toughened, bears permanent identification marking in accordance with AS2208 if required by the purchaser.
- (g) when heat treated will not fail due to high energy thermal stress caused by solar radiant heat.
- (h) will not fail where the Product is of adequate thickness for the design wind pressures specified by the Buyer in accordance with Australian Standards AS1170 and AS1288.

2. Warranty Coverage

This Warranty is to be read in conjunction with the K&K Glass "Terms and Conditions of Sale" currently in force. This Warranty which only provides for free replacement of the Product or refund of the original invoice value, 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 sections of Australian Standard AS2208.

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/or any materials likely to cause abrasive damage.
- (c) no further edge working, processing, cutting or processing is attempted or takes place. The

warranty only applies to product which is the same size, shape and form as originally supplied by K&K Glass.

(d) some small degree of fading or tone variation may be experienced with particular combinations of colour depending on intensity of UV exposure

(e) that storage, handling and cleaning of the Product is entirely in accordance with K&K Glass recommendations as published by K&K Glass and the glass components are not damaged in any way before or during installation.

(f) that the Product is not exposed to chemical fumes or gases other than those present in normal clear atmospheric air. Further, that The Product 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 exposed to any radiation 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 K&K Glass Ltd literature or in specific correspondence.

(h) the Product has been installed with the coated surface glazed to the inside of the building and not where it can be backlit unless approved by K&K Glass.

(i) any sealants or adhesives used in the glazing of K&K Glass Custom Colour Coatings are compatible with the coating.

This Warranty does not apply where the Product has been used in any manner not in accordance with the conditions of this Warranty or the manufacturer's instructions, and will not cover any damage to a Product, or any other loss, which may be sustained as a result of the placement of any other materials on the Product by any party other than K&K Glass or its authorized representative. This includes, but is not limited to, adhesive or security films, hydrophobic coatings, harsh or abrasive cleaners, paints, adhesives, marker pens, signage or advertising materials, or protective materials.

5. Reporting and Verification of Product Failure

K&K Glass 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 K&K Glass to enable the Product to be examined in situ by K&K Glass to determine cause of failure and if failure of the Product is not notified to K&K Glass 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 this 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 AS1170 and AS1288, and specifically excludes any consequential liabilities following installation. Subject to limitations imposed by the Trade Practices Act, this Warranty is in substitution for and to the exclusion of all other rights and remedies (if any) and K&K Glass makes no Warranty on merchantability or that the Product is fit for any particular purpose or use.