

# Digital Seraphic Glass Warranty

The following warranty in respect of K&K Glass Digital Seraphic Glass (“the Product”) but excluding but excluding laminated toughened Seraphic glass products, 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 10 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 set out in K&K Glass published guidelines for inspection of glass faults as in force at the time of sale (a copy of which is available on request).

(b) will not suffer peeling or cracking of the coating under normal conditions and usage.

## 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) the Warranty applies only to the Product in the size, shape and form supplied by K&K Glass to the Buyer. Any Product undergoing subsequent cutting, edge working, processing or any further alteration shall be excluded from this Warranty.

(b) the Buyer acknowledges that the Product at the time of delivery was undamaged and free from any defects.

(c) the Product is protected from contact with wet cement, hard foreign objects, metals and materials likely to cause abrasive damage.

(d) the installation, cleaning and maintenance of the Product is entirely in accordance with K&K Glass recommendations as published in K&K Glass literature and any specific correspondence pertaining to this installation, and the glass components are not damaged in any way before or during installation.

(e) the Product is protected from temperatures above 140 degrees Celsius.

(f) the Product is not exposed to chemical fumes or gases other than those present in normal clean 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) 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.

(h) any sealant or adhesive used in glazing is compatible with the coating.

(i) 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.

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.