

# Product Warranty Guidelines

## Toughened Glass Warranty

Blitz Glass warrants to the buyer in respect of its Toughened Glass product that the product complies to AS/NZS 2208 : 1996 Safety Glazing Materials in Buildings as determined by AS1288 : 2006, AS1926.1 2007

The industry standard warranty for toughened glass is subject to a number of conditions that void the warranty including :

- the product is damaged or a defect is caused after the time of delivery.
- the product comes into contact with any foreign objects, metals or materials likely to cause damage to it.
- the glass edge or surface has been damaged by improper handling, storage or glazing.
- the glass has been altered in any way.
- the glass has been subject to high edge or surface impact.
- the glass has internal impurities such as nickel sulphide and has not been heat soaked.
- the glass has excessive stress around holes and notches due to incorrect mechanical fixing techniques.
- the glass has been subject to abnormal stresses from the load application of bending, heat, excessive vibration, building or foundation movement or the failure to provide adequate expansion or contraction provisions in the framing members.

It is fairly clear to see that the above conditions will generally void any warranty on toughened glass.

We need to be mindful that the product that we are dealing with will always be subject to a slight chance of failure due to a number of explained and also various unexplained reasons.

**Spontaneous glass breakage** is a phenomenon by which [toughened glass](#) (or tempered) may spontaneously break without any apparent reason. The most common causes are:

- Minor damage during installation such as nicked or chipped edges developing into larger breaks
- Binding of the glass in the frame, causing stresses to develop as the glass expands and contracts
- Thermal stresses in the glass caused by wind pressure, etc.
- Internal defects within the glass such as [nickel sulfide inclusions](#)

As this event is very rare but extremely inconvenient when it does happen, Blitz Glass will look to contribute to the replacement panel by offering a 20% discount on the panel price & delivery. Just confirm the invoice details for the panel that was damaged and we can review and arrange for the replacement.



# Product Warranty

## Laminated Toughened or Heat Strengthened Glass

This Product Warranty ("Warranty") is provided by Glass Outlet BNE Pty Ltd and Glass Outlet VIC Pty Ltd ("Manufacturer") in respect of toughened laminated glass and heat strengthened laminated glass ("Product") as described below:

### 1. Warranty Coverage:

Manufacturer warrants that the Product shall be free from defects in material and workmanship under normal use and service conditions for a period of 5 years from the date of purchase.

### 2. Scope of Warranty:

This Warranty covers manufacturing defects that may arise in the Product, including but not limited to:

- Delamination or separation of glass layers other than which occurs within 5mm of the original glass edges.
- Visible bubbles, blemishes, or imperfections within the glass that can be seen within a distance of 3 metres from the glass as observed in natural sunlight.
- Significant discoloration or fading of the glass.
- Failure of the interlayer bonding resulting in material separation.
- Any other defect that affects the structural integrity or functionality of the Product.

Please note that this Warranty does not cover damages caused by improper installation, misuse, abuse, accidents, natural disasters, or any modifications or alterations made to the Product without the Manufacturer's authorisation.

### 3. Warranty Claim Process:

In the event of a defect covered by this Warranty, Customer must promptly notify the Manufacturer by contacting Glass Outlet. Customer shall provide proof of purchase, a detailed description of the defect, and any supporting documentation requested by the Manufacturer.

Upon receipt of a valid warranty claim, the Manufacturer will, at its discretion, either repair or replace the defective Product, or provide a refund of the purchase price paid by the Customer. The decision to repair, replace, or refund shall be the responsibility of the Manufacturer.

### 4. Limitations and Exclusions:

Manufacturer's liability under this Warranty is limited to the repair, replacement, or refund of the defective Product, as determined by the Manufacturer. The maximum liability of the Manufacturer shall not exceed the original purchase price of the Product.

The Manufacturer shall not be liable for any indirect, consequential, incidental, or special damages arising out of or in connection with the use or inability to use the Product.

The Manufacturer acknowledges that the Australian Consumer Law ("ACL") and the Competition and Consumer Act ("CCA") may confer certain warranties and guarantees on the Customer in relation to the Product that cannot be excluded, restricted, or modified for sales to a "consumer". The Manufacturer's liability under this Warranty is limited to the extent permissible under the ACL and CCA if applicable to a "consumer". This Warranty is in addition to any rights and remedies available to the Customer under the ACL or any other applicable laws.

Note: If any provision of this Warranty is inconsistent with the ACL, CCA or any other applicable law, that provision will be deemed to be modified or severed to the extent necessary to comply with such law, and the remaining provisions of this Warranty shall continue to be valid and enforceable.

This warranty is subject to the following further conditions, failure of which to adhere to can void warranty:-

(a) Customer acknowledges they must inspect the glass immediately upon delivery and/or collection, and carry out any tests that a prudent purchaser would carry out and within 48 hours of delivery or pickup, the purchaser shall give written notice to the Glass Outlet of any alleged defects or faults which were not capable of being identified at time of pick up or receipt or delivery.

(b) Customer acknowledges that the glass is and must continue to be protected from contact with any objects, metals or materials likely to cause damage and must ascertain and ensure any sealants or grouts used in glazing are compatible with the interlayer and do not cause interlayer degradation.

(c) Customer acknowledges that the product is not exposed to external elements such as chemical fumes or gases other than those present in normal clear atmospheric air and further, the glass is not exposed to water or moisture which may cause rainbow type staining. Customer acknowledges that the glass should not be installed where temperatures greater than 70 degrees are to be experienced.

(d) Customer acknowledges that glass is installed to ensure no prolonged exposure to water or moisture at the glass edges/interlayer.

(e) Customer acknowledges to not use cleaning products that contain chemicals/additives that may degrade the interlayer along the edges of laminated glass.

(f) Any replacement glass supplied pursuant to this warranty shall be warranted only until the expiration of the warranty period for the product originally invoiced/supplied.

#### **5. Governing Law and Jurisdiction:**

This Warranty shall be governed by and construed in accordance with the laws of Australia. Any disputes arising under or in connection with this Warranty shall be subject to the exclusive jurisdiction of the courts in Queensland.

#### **6. Entire Agreement:**

This Warranty constitutes the entire agreement between the Manufacturer and the Customer and supersedes all prior agreements, understandings, or representations, whether oral or written, relating to the Product.