



Warranty Information

Cooling Brothers Glass Company Pty Ltd ABN 12 059 933 809 ("The Supplier") hereby provides the following Warranty in respect of ImagInk® ("the Product").

Warranty Period and Details

1. Subject to the provisions of this Warranty, Cooling Brothers warrants that the Product shall be, for a period of 25 years from the date of manufacture, free of:

- (a) Significant fading or discolouration of ceramic coating under normal conditions and usage.
- (b) Significant visual defects, particle inclusions or faults in the printed surface. While all care is taken to minimise particle inclusion, an amount of particle inclusion is inevitable due to parameters outside control of the Supplier. Final discretion for what is considered an acceptable tolerance for particle inclusions remains solely with the Supplier.
- (c) Failure due to inadequacy of structural strength of the product as determined by AS1288 or NZS 4223 resulting from faulty materials up to the specified design wind pressure.

2. Warranty Coverage

This Warranty is to be read in conjunction with Cooling Brothers "Terms and Conditions of Sale" in force at time of sale. The warranty period covers the coating of the glass only. This warranty must be read in conjunction with the individual Cooling Brothers glass product warranties.

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

The Product conforms with the applicable Australian and New Zealand Standard AS/NZS 2208

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 temperatures above 140 degrees Centigrade.
- (c) That any sealant or adhesive used in glazing is compatible with the coating and recommended cleaning and maintenance procedures are followed.
- (d) That 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.
- (e) The Product is protected from contact with wet cement, hard foreign objects, metals and materials likely to cause abrasive damage.
- (f) The installation, design, and maintenance of the Product is entirely in accordance with AS1288/2006 Glass in Buildings and Cooling Brothers recommendations as published in Cooling Brothers literature and any specific correspondence pertaining to this installation, and the glass components are not damaged in any way before or during installation. The selection of product is in accordance with Australian Standard AS 1288 and NZ Standard NZS 4223.
- (g) That the Product is not exposed to chemical fumes or gases other than those present in normal clear atmospheric air nor is exposed to radiation of any type other than normal sunlight.
- (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 Cooling Brothers literature or in specific correspondence.
- (i) That the intended application has been brought to the attention of Cooling Brothers prior to order acceptance and heat soak treatment specified where recommended by Cooling Brothers and that a Thermal Safety Assessment has been carried out.

Warranty Information

Warranty Period and Details continued

5. Reporting and Verification of Product Failure

Cooling Brothers 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 Cooling Brothers to enable the Product to be examined in situ by Cooling Brothers to determine cause of failure and if failure of the Product is not notified to Cooling Brothers 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 the agreement).

6. Exclusions

So far as the law permits:

(a) The Warranty specifically excludes any consequence of glass breakage other than where the thickness of the glass is below that required by Australian and New Zealand Standards AS/NZS 1170 and AS1288 or NZS 4223 for the design wind pressure specified by the Buyer.

(b) In Australia: subject to limitations imposed by the Trade Practices Act 1974 and any other applicable legislation. In New Zealand: Subject to any limitations in the Commerce Act 1986, the Fair Trading Act 1986, the Consumer Guarantees Act 1993 and any other applicable legislation This Warranty is in substitution for and to the exclusion of all other rights and remedies (if any).

7. Warranty of Replacement Product

Any replacement Product supplied pursuant to this Warranty shall be warranted only until the expiration of the Warranty period for the original Product.

8. Advice

Advice as to applications to which the Product can be put may be obtained from Cooling Brothers representatives.

9. Governing Law

In Australia: this Warranty shall be governed and interpreted according to the laws applying in the State of Western Australia, Australia.

In New Zealand: this Warranty shall be governed and interpreted according to the laws applying in Auckland, New Zealand.