

SmartGlass™ Warranty

The following Warranty in respect of Viridian Smartglass in annealed or toughened format only ("**the Product**") is provided by the following:

In Australia: CSR Building Products Limited trading as Viridian ABN 55 008 631 356 of 95 Greens Road, Dandenong, Victoria.

In New Zealand: CSR Viridian (NZ) Ltd Company Number 6355 of 19 Gabador Place, Mt Wellington, Auckland.

1. Warranty Period and Details

Subject to the provisions of this Warranty, Viridian 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 Viridian's published specifications for the Product 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 and is subject to the Viridian "Terms and Conditions of Sale" in force at the time of sale.

In the event that 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, Viridian will at its option replace the Product or refund the original invoice value of the Product. These remedies are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates. This Warranty does not exclude, restrict or modify the application of any condition, warranty, guarantee, right or remedy conferred or implied under any provision of any statute including the *Competition and Consumer Act 2010* (Cth) or *Consumers Guarantees Act 1993* (NZ), as the case may be, where to do so would contravene the relevant statute.

NOTE FOR AUSTRALIAN SALES:

This Warranty is provided in addition to other rights and remedies available in respect of the acquisition of products by a "consumer" (as defined in the *Competition and Consumer Act 2010* (Cth)).

The following applies in respect of Australian sales to a "Consumer" as set out in the *Competition and Consumer Act 2010* (Cth): *Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*

3. 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 Viridian to the Buyer. Any Product undergoing subsequent cutting, edge working, processing or any further alteration shall be excluded from this Warranty.

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(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 Viridian's recommendations as published in Viridian's 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 installed in a manner that prevents prolonged contact with moisture at the glass edge.

(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 is not installed where temperatures greater than 70°C are likely to be experienced.

(h) when installed in the form of monolithic glass, the Product has been installed with the coated surface glazed to the inside of the building and not exposed to the exterior.

(i) in no event shall Viridian be responsible for the glass breakage, for glass degradation or coating damage caused by seal failure in an insulated glass unit where the insulated glass unit is not manufactured by Viridian or ceramic frits fired onto either surface of the glass where such firing is not undertaken by Viridian.

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 Viridian 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.

4. Reporting and Verification of Product Failure

Viridian has the right to establish to its satisfaction that the Product defect 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 Viridian. If failure of the Product is not notified to Viridian 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 sale).

Products must not be returned without the prior agreement of Viridian. Viridian may require the Product to be examined in situ to determine the cause of the failure.

All expenses of claiming in respect of this Warranty will be borne by the person making the claim. Viridian may require documentation supporting the claim to be provided.

For Australian warranty claims or enquiries, please contact Viridian at 95 Greens Road, Dandenong, Victoria, or call 1800 810 403 or email viridian@csr.com.au.

For New Zealand warranty claims or enquiries, please contact Viridian at 19 Gabador Place, Mt Wellington, Auckland, or call (09) 573 1427 or email viridian@csr.com.au.

5. Exclusions

The Warranty specifically excludes any consequence of glass breakage from any cause other than defective material or manufacture of the Product up to the specified design wind pressure as determined in accordance with Australian and New Zealand Standards AS/NZS 1170.2 and

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AS1288 or NZS 4223 and specifically excludes any consequential liabilities following installation.

Exclusions for Australian sales: Other than as expressly set out in this guarantee, and the warranties that can not be excluded under The Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) (and any other law), Viridian excludes all other warranties, guarantees and remedies with regard to the Products including all implied warranties and guarantees. In addition, to the extent that it is able to do so, Viridian excludes all liability for loss and damage (including consequential loss) where the Product is a good or service other than of a kind ordinarily acquired for personal, domestic or household use or consumption.

Exclusions for New Zealand Sales: Subject to any limitations in the Consumer Guarantees Act 1993 (NZ) and any other applicable legislation, Viridian excludes all other warranties, guarantees and remedies with regard to the Products including all implied warranties and guarantees. Viridian excludes all liability for loss and damage (including consequential loss) where the Product is a good or service other than of a kind ordinarily acquired for personal, domestic or household use or consumption. If the Product is a good or service purchased for the purposes of a business the provisions of the Consumer Guarantees Act 1993 (NZ) do not apply.

6. 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.

7. Governing Law

For Australian sales: this Warranty shall be governed and interpreted according to the laws applying in the State of Victoria, Australia.

For New Zealand sales: this Warranty shall be governed and interpreted according to the laws of New Zealand.

