



## **Trade Warranty**

NZ Glass & Glazing Limited ("NZ Glass") warrants that, subject to the Trade Warranty Terms and Conditions (attached), the Insulating Glass Units ("IGUs") (comprising two or more glass panes):

1. meet the requirements of:
  - the New Zealand Building Code;
  - the New Zealand Standard NZS 4223 - Glazing in buildings, Parts 1-4:
    1. Code of Practice for Glazing in Buildings;
    2. Insulating Glass Units;
    3. Human Impact Safety Requirements; and
    4. Dead, Wind & Snow Loadings;
  - the Joint Australian/New Zealand Standard AS/NZS 4667 - Quality requirements for cut-to-size and processed glass; and
  - the New Zealand Standard NZS 4666 - Insulating Glass Units;
2. have been designed and tested to perform in New Zealand's diverse conditions, and will, in accordance with the standards (in clause 1 above):
  - satisfy the strength and deflection requirements;
  - deliver the required levels of durability;
  - will be of appropriate safety to satisfy not only the expected wind load but also accidental human impact;
  - conform to the relevant thickness, dimensional and quality requirements;
  - will remain free of visual or visible defects, or faults that can be seen from a distance of at least 3 metres; and
  - obstruction of vision caused by dust, moisture, or film on interior surfaces of glass,(the "Warranty").

The above Warranty is provided, under normal conditions of use, against failure of materials and/or manufacture for a period of 10 years from the date of manufacture (the "Warranty Period").

# Trade Warranty Terms and Conditions

1. The Warranty is given by NZ Glass ("we" or "us") to the original purchaser ("you"):
  - a) For IGUs manufactured by us with either a silicone or a polysulfide secondary seal at the perimeter of the unit only; and
  - b) Where the IGUs have been installed into a BRANZ tested joinery system that itself meets all relevant and necessary codes, standards, system supplier specifications/guidelines and installation instructions. NZ Glass makes no representations and gives no warranties in respect of any joinery system into which the IGUs are installed, and will have no liability in respect of any such joinery system.

For the avoidance of doubt, the Warranty does not apply where IGUs are installed into joinery systems that have not been BRANZ tested, and/or do not meet all relevant and necessary codes, standards, system supplier specifications/guidelines and installation instructions.

2. The Warranty:
  - a) Covers the IGU only and does not cover any installation;
  - b) Is personal to you and cannot be assigned or transferred to anyone else; and
  - c) Will not apply unless NZ Glass has been paid in full for the IGU.

## **Limitations**

3. The Warranty does not apply to (and NZ Glass will not be liable in respect of) IGUs which have been:
  - a) Modified in any way, including but not limited to: cut, ground or further processed, have applied to them any security system, solar or decorative films or any applied coatings;
  - b) Inadequately protected from contact with lime, cement, metal and any other materials likely to cause damage;
  - c) Installed in any manner other than strictly in accordance with Section 3, Appendices E, F and G of AS/NZS 4666:2012, with a minimum edge cover of 12mm for units with polysulphide or hot-melt secondary seal, system supplier specification and or WGANZ standards that were current at the time of manufacture;
  - d) Installed or treated with incompatible sealants, glazing materials or setting blocks which are incompatible with the glass type or the IGU seal system. Any sealants or setting blocks used in the glazing of IGUs must be compatible with the seal of the insulated glass unit. Some silicone setting blocks may be suitable but are subject to testing and NZ Glass's written approval in advance;
  - e) Damaged during storage, transport or installation;

- f) Damaged by third party works during or post installation, third party design or engineering of the building or by products supplied by third parties;
- g) Deemed to have failed because of glass breakage of any kind including glass breakage caused by thermal stress/fracture, unless the Product has been ordered in accordance with a thermal assessment carried out by NZ Glass;
- h) Installed in such a way which does not provide total water repellency or a suitable water drainage system for the Warranty period, or which exposes the IGU to prolonged contact with water or water vapour;
- i) Exposed to chemicals, fumes, gas, heat or radiation other than that found in normal atmospheric air or from normal sunlight;
- j) Glazed in a manner that exposes the primary and or secondary seal to UV light;
- k) Subjected to abnormal vibration;
- l) Subjected to abnormal stress caused by deformation of the building;
- m) Manufactured to include a third party's internal or external decorative element (lead light or other item of art);
- n) Installed in or on refrigeration products, land vehicles, trailers, watercraft;
- o) Cleaned and maintained with any harsh or abrasive cleaners, or in a manner other than strictly in accordance with NZ Glass's recommended cleaning and maintenance procedure;
- p) Any damage caused by factors outside the reasonable control of NZ Glass, such as exposure to conditions that normally have an adverse impact on glass and IGUs such as, seismic activity, unsuitable explosions, collision or other accident, acts of God, vandalism, adverse weather conditions (including, but not limited to, severe hail storm or storms);
- q) Removed from their original place of installation.

## **Acknowledgements**

4. You acknowledge that:
  - a) At the time of delivery, the IGU was undamaged and free of defects;
  - b) Normal visual characteristics such as deflection, reflection, Brewster's Fringes, and preferential wetting patterns as outlined in Appendix D of AS/NZS 4666:2012 are not considered defects.
5. You acknowledge that the IGU(s) are acquired by you for business purposes (which includes where they are being acquired by building professionals for incorporation into buildings, rather than being purchased by building owners for their own personal use) and agree that the provisions of the Consumer Guarantees Act 1993 do not apply to the sale of those IGUs, and the parties agree that sections 9, 12A, 13 and 14 of the Fair Trading

Act 1986 do not apply. Nothing in these Terms is intended to contract out of the provisions of the Consumer Guarantees Act 1993 or Fair Trading Act 1986, except to the extent permitted by those Acts.

### **Warranty Claims**

6. To make a claim under the Warranty, the original purchaser must:
  - a) Give us written notice of any claim pursuant to the Warranty, by emailing us at [accounts@nzglass.nz](mailto:accounts@nzglass.nz) within 3 months of the defect becoming apparent to You (or when it should reasonably have become apparent to You);
  - b) Provide us with your name, contact details, date of installation, proof of purchase, and any other information we may reasonably request to determine the validity of your purchase and/or claim; and
  - c) Make your claim before the expiry of the Warranty Period.

For the avoidance of doubt, a claim under the Warranty can only be brought by the original purchaser of the IGU.

7. You will be liable for any expenses that you may incur in making a claim.
8. Following receipt of your claim by us, you must provide us with a reasonable opportunity to inspect the alleged defect in situ prior to any removal, repair or replacement of the IGU.
9. Where an IGU has been supplied to you by a third party (including but not limited to: a builder, glass merchant or window fabricator), please ensure that you refer your claim to your provider who will then make any Warranty claim or query direct with NZ Glass.

### **NZ Glass' Liability**

10. To the fullest extent permitted by law, the liability of NZ Glass shall be limited, at its sole option, to:
  - a) Resupply, to the original delivery address, an equivalent replacement for any defective IGU; or
  - b) Refund the original purchase price for the relevant IGU.

Where we elect to do a) or b), we do not guarantee an exact colour match for any replacement. In all cases, the liability of NZ Glass for all claims for costs, losses, damages and expenses arising under the Warranty or in relation to an IGU is limited to the value of the IGU(s) actually paid by you to us.

11. In no event will NZ Glass be liable to you (or any third party) for any loss or damage (including, without limitation, loss of profits, loss of revenue, or any indirect, consequential, or special loss or damage) suffered or incurred arising out of or in connection with the IGUs.