



NZ Glass & Glazing Limited (NZ Glass) hereby provide the following Warranty ("Warranty") regarding Insulating Glass Units (IGUs).

IGUs supplied by NZ Glass meet the requirements of the following:

- 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
  4. Dead, Wind & Snow Loadings
- The Joint Australian/New Zealand Standard AS/NZS 4667 - Quality requirements for cut-to-size and processed glass.
- The New Zealand Standard NZS 4666 – Insulating Glass Units

Our IGUs have been designed and successfully tested to perform in New Zealand's diverse conditions, and will, in accordance with the standards:

- 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;
- obstruction of vision caused by dust, moisture, or film on interior surfaces of glass.

This Warranty is only for IGUs (comprising of two or more glass panes) manufactured by NZ Glass with either a silicone or a polysulfide secondary seal at the perimeter of the unit, that have been installed into a BRANZ tested joinery system that meets all relevant and necessary codes, standards, system supplier specifications/guidelines and installation instructions.

In accordance with the 'Terms and Conditions of Warranty' (attached), this 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.

# Warranty Terms and Conditions

This Warranty is given by us to the original purchaser ("You") for IGUs manufactured by NZ Glass ("We" or "us"). The Warranty is subject to the terms and conditions set out below.

1. Limitations: For the avoidance of doubt, we are not liable for, the following matters. The Warranty does not apply to IGUs which have been:
  - a) Modified in any way after manufacture, 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 NZ Glass & Glazing's installation instructions, system supplier specification and or WGANZ standards that were current at the time of manufacture.
  - d) Installed with incompatible sealants or setting blocks. Any sealants or setting blocks used in the glazing of IGU's must be compatible with the seal of the insulated glass unit. Some silicone setting blocks may also 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 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, that 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) Installed or treated with sealant or other glazing materials that are incompatible with the glass type or the IGU seal system;
  - p) Cleaned and maintained in a manner other than strictly in accordance with NZ Glass's recommended cleaning and maintenance procedure. Use of harsh or abrasive cleaners will invalidate this Warranty;

- q) Any damage caused by factors outside our reasonable control 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 such as (severe hail storm or storms);
  - r) Any IGUs which have been removed from their original place of installation.
2. NZ Glass having been paid in full for the IGUs.
  3. You acknowledge at the time of delivery that the IGU was undamaged and free of defects.
  4. 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 register your details and provide us proof of purchase (as below).
  6. You notify us of any breach of Warranty, in writing to [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).
  7. You make your claim before the expiry of the 10 year Warranty Period from manufacture.
  8. You provide us with a reasonable opportunity to inspect the alleged defect in situ prior to any removal, repair or replacement of the IGU by You.
  9. Benefits: Subject to any legal rights You have that cannot be limited (under, for example, the Consumer Guarantees Act or the Building Act), our liability shall be limited, at our sole option, to:
    - a) resupply to the original delivery address an equivalent replacement for any defective IGU; or
    - b) supply to the original delivery address an equivalent IGU; or
    - c) refund the original product purchase price;.
- Where we elect to do A or B We do not guarantee an exact colour match for any replacement. We otherwise exclude all liability for loss and damage (including without limitation all indirect and consequential loss). In all cases, our liability under this Warranty is limited to the value of the IGUs supplied to You. This Warranty covers the IGU only and does not cover installation, unless the IGU was installed by NZ Glass.
10. Expenses: You will be liable for any expenses that You may incur in making a claim.

11. Transfer: You may transfer the Warranty to a subsequent owner provided that a subsequent owner is notified, in writing, of these terms and conditions and agrees, in writing, to be subject to them. You agree that following such transfer, You will no longer have any rights under this Warranty.
12. 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.
13. Warranty claims are to be supported with NZ Glass' customer name, date of installation and proof of purchase. Whether you have provided enough information supporting this Warranty shall be at our discretion.