

Architectural Glass Products Limited (AGP) hereby provide the following warranty (“Warranty”) regarding Insulating Glass Units (IGUs).

IGUs supplied by AGP meet, or exceed, the requirements of the New Zealand Building Code and New Zealand Standards NZS 4223, Glazing in buildings - Parts 1-4 included, Joint Australian/New Zealand Standard AS/NZS 4667 (Quality requirements for cut-to-size and processed glass).

This means 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 (Refer to AS/NZS4667:2000);
- Obstruction of vision caused by dust, moisture, or film on interior surfaces of glass.

This Warranty is only for IGUs (comprising two or more glass panes) manufactured by AGP with either a silicone or a polysulfide secondary seal at the perimeter of the unit.

In accordance with the TERMS AND CONDITIONS OF WARRANTY, this Warranty is provided, under normal conditions of use, against failure of materials and/or manufacture for a period of **12 years** from the date of supply to You.

### WARRANTY TERMS AND CONDITIONS -

This Warranty is given by us to the original purchaser (“You”) for IGUs manufactured by AGP (“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 Architectural Profile Limited’s (APL) Manufacturing Pack instructions that were current at the time of manufacture- or AGP’s written instructions;
- D. Installed with incompatible location blocks and/or setting blocks. Only polyamide (PA), polyethylene (PE), and polypropylene (PP) are pre-approved location and setting block materials. Some silicone location and setting blocks may also be suitable but are subject to testing and AGP’s written approval in advance;
- E. Damaged during storage (includes storing IGUs outside), 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;
- H. Installed in such a way 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 secondary seal to UV light (other than IGUs with silicone secondary seals);
- 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 without AGP’s prior written approval of the installation detail and glazing method;

- 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 AGP's written instructions. 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. AGP 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, iridescence and preferential wetting patterns 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, 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 Warranty Period.
  8. You provide us with a reasonable opportunity to inspect the alleged defect 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 a replacement for any defective IGU; or
    - b. supply to the original delivery address an equivalent IGU; or
    - c. refund the original 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.
  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 builder, glass merchant or window fabricator, please ensure that you provide details of your builder, glass merchant or window fabricator and the date of installation and seek to obtain evidence of purchase from them. Whether you have provided enough information supporting this Warranty shall be at our discretion.

First Name\* |

Last Name\* |

Address\* |

Address |

Suburb\* |

Town/City\* |

Postcode\* |

Phone\* |

Email\* |

Installation Date\* |

Purchased from\* |

Warranty/Purchase Order number\* |

I have read and agree to the care instructions and warranty information provided here.

Can we contact you?