

## LIMITED 7 YEAR WARRANTY

SWC Management Pty Ltd (ABN: 36 160 491 707) offers a limited warranty to the original Customer of the Products for a period of seven (7) years from the date of installation free from defects arising in the manufacture of the Products PROVIDED THAT the Products are fabricated and installed by a fabricator(s) and/or installer(s) according to The Fabricators Manual ('the Manual'). SWC Management Pty Ltd sells 'the Products' under the trademarked brand of Essential Glass™.

### WARRANTY TERMS AND CONDITIONS

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These are the entire Warranty Terms and Conditions of all glass splashback products ('the Products') supplied through the Essential Glass brand to any person, firm or company placing an order with Essential Glass for the purchase of any Products ('the Customer') and except as otherwise expressly agreed upon in writing between a duly authorised officer of Essential Glass and the Customer, these Warranty Terms and Conditions shall apply notwithstanding any provisions to the contrary which may appear on any Order Form or other document issued by any Customer.

### MANUFACTURING DEFECTS

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SWC Management Pty Ltd warrant that the Products are free from manufacturing defects, however, this does not apply to colour variances, thermal shock, chemical abuse or defects caused by misuse or wrongful installation, negligence, vandalism and misuse.

Essential Glass reserves the right in its sole discretion to determine whether there are any such defects and whether there has been any misuse or wrongful installation and further claims for visible defects of the Products must be made before any fabrication or installation of the Products.

The Customer acknowledges that any claim must be notified in writing to Essential Glass within twenty eight (28) days after becoming aware of any possible defect and further that if notification does not take place then the Customer's rights to claim shall lapse.

### IMPLIED WARRANTIES

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These Warranty Terms and Conditions do not exclude, restrict or modify the application of any provision of any Commonwealth, State or Territorial Law which by law cannot be excluded, restricted or modified.

### LIMITATION OF LIABILITY

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Except for those conditions and warranties implied by the Act or other sale of goods or consumer protection legislation which may not be excluded, the Customer agrees that:

- It has not relied on any inducement, representation or statement made by or on behalf of Essential Glass in purchasing the Products and there are no implied conditions or warranties herein and no collateral contracts in connection herewith (except such as may be in writing and signed by a duly authorised representative of Essential Glass); and
- The above clauses set out the entire liability of Essential Glass in respect of its liability under the Act or otherwise in respect of liabilities for breach of a condition or warranty with respect to the sale of goods or Products.

In no circumstances will Essential Glass incur any liability in respect of or arising out of or in connection with any special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred by the Customer.