5-Year Warranty

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NU-GLAZE
UPVC ALTERNATIVE TO WINDOW PUTTY

5 WARRANTY

Introduction

Nu-Glaze uPVC ("Product") alternative to window putty profiles is manufactured from an outdoor organic grade of UV resistant unplasticised PVC containing no heavy metal heat stabilizers, supplied as a standard formulation as confirmed by infra-spectroscopy. The Product shall be sold to the client voetstoots, and the Manufacturer gives no warranties to the client other than such warranties are contained herein and accordingly shall not be held liable in respect of any warranties other than in accordance with the provisions of this document.

General

The Product has been designed to produce rigid profiles for outdoor use and is expected to have a 5-year life expectancy if used accordingly to Product specifications, provided that any abnormal processing, installation, or environmental conditions could substantially reduce such life expectancy. Meteorological conditions such as heat, Solar activity and UV levels, pollution, or other conditions known to be harmful to PVC may materially influence the Product and its longevity. The Manufacturer can accordingly not warrant the suitability of the application methods used to the Product, nor the quality of the Product in such conditions and any liability of the Manufacturer is expressly excluded in the event that the Manufacturer finds that the Product has been used in any such conditions.Real life applications in full sun and harsh conditions since 2012 has shown no signs of deterioration to date. However, should the profiles or complete system be exposed to harmful gasses and chemicals or abrasive actions and abuse, premature cracking and discoloration could occur. Accordingly, the Manufacturer cannot be held liable for any such misuse which includes, without limitation, incorrect processing, intentional or negligent damage, exposure to solvents or catastrophic or extreme weather conditions. Accordingly, the use of low alcohol solvents such as Ketone, Acetone or Methyl, Methyl Ethyl Ketone (MEK), or Tetrahydrofuran or any other such substance or exposure to extreme temperatures or harmful and damaging actions, direct or indirect, renders this warrantee null and void.The use of the Nu-Glaze system of profiles and neutral cure oxime silicone has been tested by CSIR Firelab Thermal Test Laboratory facilities at CSIR, Pretoria and witnessed by AAAMSA and SABS officials, passed to the level of A3 (the minimum required for residential dwellings is A1) against SAN 613. Water and air pressure exceeding 2000Pa for prolonged periods (15-minute sessions) could not dislodge the system. No air leakage could be detected with 75Pa pressure. The test sample was assembled in the manner prescribed in the Company's official Instructional Manual, which is freely available at purchase point, on the Nu-Glaze website or on request. The Manufacturer warrants that it has done everything reasonably possible to ensure that the Products are made in accordance with substantially similar processes as the test samples.The Manufacturer does not warrant that the Products shall be suitable in respect of a specific application or installation, as each such application is unique with no control over frame substrate, environmental conditions, after care maintenance or any aspect that could jeopardize the actuation and performance of the product.The Manufacturer does not warrant that the Product are fit for the purpose for which they are purchased and accordingly shall not be held liable should it be found that the Product is not fit for any such purpose.

Colourfastness warrantee for uPVC profiles for external applications

Subject to the conditions set out below, the Manufacturer hereby warrants that the Products shall, for a period of 5 years from the date of delivery thereof in accordance with the Manufacturer's general conditions of sale maintain its colourfastness. For the purposes of this document, "colourfastness" means that any change in the colour of the exposed material of the Product will not be greater than Delta E = 7 when compared to an unexposed control sample of the same grade (measured using illuminant D65, 10-degree observer and with UV and specular components included.) Notwithstanding anything to the contrary contained herein, the aforementioned colourfastness warranty applies exclusively to Products that have been exposed to outdoor weathering conditions that would be normally expected to occur in Southern Africa, but does not extend to any abnormal conditions or exposure to radiation, chemicals, or storms.

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Claims

Any claims made against the Manufacturer pursuant to this warrantee shall be notified to the Manufacturer in writing within seven days from the date of delivery by the Manufacturer in accordance with its general conditions of sale or within seven days after discovery if the defect or failure of such defect or failure was not present on delivery. Any such notification must contain sufficient details of the complaint so as to enable the Manufacturer to determine whether it falls into the limitations of this warranty, together with the batch number, details regarding the installation thereof (and the installer) and proof of purchase and delivery thereof ("Notification").On receipt of a Notification, the Manufacturer shall be entitled to inspect and test the Product to which the Notification relates and the Manufacturer must be provided with all reasonable assistance to investigate the alleged defect or failure.The Manufacturer shall not be held liable, and the client accordingly indemnifies and holds the Manufacturer harmless in respect of any direct, indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Manufacturer, its employees or agents or otherwise) arising out of or in connection with –

1. the workmanship or installation of the Products;
2. The supply of the Products or its use or resale.

Notwithstanding anything contained to the contrary herein, the clients claim shall at all times be limited to the replacement value of the Products, and the Manufacturer shall not be held liable for any claims, loss, or damages over and above such amount.

Any repairs made or replacements provided by the Manufacturer pursuant to a Notification shall constitute a full and final settlement and release of all claims and the client shall not have any further claims against the Manufacturer. Notwithstanding the above, any such repairs or replacements shall not be construed as an acknowledgement of any claims, negligence, or wrongdoing on behalf of the Manufacturer. This warrantee may be revoked on the publication of written notification by the Manufacturer in respect of Products provided after the date of such publication at the Manufacturer's registered office, provided that such revocation shall not affect the enforce ability of this warrantee in relation to the Product delivered by the Manufacturer prior to the date of publication. Should the Consumer Protection Act 68 of 2008 be applicable, such provisions as are not allowed shall be severed from this warranty and this warranty shall be applicable as if such provisions were not contained herein.

Yours faithfully,



Johan Otto
DIRECTOR
NU-GLAZE HOLDINGS (PTY) LTD
REG NR.: 2013/074262/07
VAT NR.: 4510267562

SABS
South African Bureau of Standards

AAAMSA Group