Customer Warranty

Current as of 1 March 2026

1. Definitions

"Applicable Standards" means the Australian standards for the provision of services as maintained by the Australian Building Codes Board, the National Construction Code, the Australian Glass and Window Association and the Housing Industry Association of Australia.

"Buyer" or "you" means you, the purchaser of the Products.

"CCA" means the *Competition and Consumer Act 2010* (Cth).

"Consumer" has the same meaning given to it in the CCA.

"Product(s)" means the products supplied by Walshs Glass.

"Product Acceptance Standards" means the set of predefined criteria that a product must meet to be considered acceptable by a customer or user as maintained and amended by Walshs Glass from time to time.

"Terms and Conditions of Sale" means the terms and conditions of the sale of Products which is maintained by Walshs Glass and as amended by Walshs Glass from time to time.

"Walshs Glass" means DBSJ Investments Pty Ltd ACN 104417272 trading as Walshs Glass of 198 Bannister Rd, Canning Vale WA 6155.

"Warranty" means this customer warranty document and the warranties provided therein.

2. Warranty Period and Details

Subject to the provisions of this Warranty, Walshs Glass warrants our Products as per the table below.

Product	Warranty Term (from date of manufacture)	Conditions and Exclusions	Warranty Inclusions
Toughened Laminated Glass and Heat Strengthened Laminated Glass	5 years	Any sealant used in glazing is compatible with the laminated glass interlayer and edge seal. Please consult with Walshs Glass for further details.	The product will remain free from visible or visual defects, inclusions or faults which can be seen from a distance of at least 3 metres, and which are not within the acceptable limits set out in Walshs Glass published Product Acceptance Standards at the time of sale, other than defects or faults due to glazing. The product will remain free from edge separation or delamination other than that which occurs within 6mm of the original glass edges.
Laminated Glass	2 years		
Toughened Glass and Heat Strengthened Glass	5 Years		
Glass Mirror and Vinyl Back Safety Mirror	2 years	Any adhesive used in glazing is compatible with the mirror. Adhesive should not be applied to Vinyl Back Mirror.	
Spray Back Glass	2 years	The painted glass panels must be installed in a manner ensuring all edges are sealed with a non-acidic sealant.	
Hard Coated Glass Products	5 years		The product will remain free from visible or visual defects, inclusions or faults which can be seen from a distance of at least 3 metres, and which are not within the acceptable limits set out in Walshs Glass published Product Acceptance Standards at the time of sale, other than defects or faults due to glazing. The product shall remain free from edge separation or delamination other than that which occurs within 6mm of the original glass edges. The product will not suffer peeling or cracking of the coating, under normal conditions and usage.

Product	Warranty Term (from date of manufacture)	Conditions and Exclusions	Warranty Inclusions
Insulated Glass Units	10 Years	The warranty period covers the structural integrity of the unit only. The warranty only provides for free replacement of the product or refund of the original invoice value and accepts no liability for personal injury, loss, claims, property damage, or labour, material or other costs (whether special or consequential or otherwise), however so caused or arising and whether direct or indirect. The storage, installation, design, selection and maintenance of the product must entirely be in accordance with AS 1288 & AS/NZS 4666. A compatible sealant must be used.	The product is free of material obscuration of vision resulting from moisture or film formation or dust collection on the interior glass surfaces under normal conditions of use that is visible from three metres in normal viewing conditions.
Switch Glass	1 year, or as per manufacturer's warranty	Product must be specifically maintained and operated within the manufacturers' guidelines, with specific consideration to duration of times and cycles powered on/off.	
Walshs GlassGear Consumables	1 year, or as per manufacturer's warranty	Product must be used only as directed and within indicated shelf life / use by dates.	
Walshs ProInstall Glazing Services	1 Year, unless otherwise specified.	Warranty does not cover third-party materials, client supplied materials or issues resulting from the accuracy/appropriateness, or otherwise, of design documentation provided to us as part of the project scope.	All workmanship, free from defects and in compliance with relevant Applicable Standards.

3. Warranty Coverage

This Warranty is to be read in conjunction with and is subject to the Terms and Conditions of Sale and Product Acceptance Standards in force at the time of sale.

In the event that the Product fails to meet the terms set out in section 1 of this Warranty, and such failure is caused by the direct result of a defect in the material or manufacture of the Product, Walshs Glass will at its option replace the Product or refund the original invoice value of the Product. These remedies are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates.

This Warranty does not exclude, restrict or modify the application of any condition, warranty, guarantee, right or remedy conferred or implied under any provision of any statute including the CCA, as the case may be, where to do so would contravene the relevant statute.

This Warranty is provided in addition to other rights and remedies available in respect of the acquisition of products by a Consumer.

The following applies in respect of sales to a Consumer:

> *Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure*.

4. Compliance with Applicable Standards

The Product conforms to the Applicable Standards as applicable below:

Product	Applicable Standards
Cut to Size and Processed Glass	AS/NZ 4667
Mirror and Vinyl Back Safety Mirror	AS/NZS 1170.2, AS1288, AS/NZS 2208
Laminated Glass, Coated Glass, Toughed Laminated, Heat Strengthened Laminated	AS/NZS 2208 and AS/NZS 2080
Insulated Glass Units (IGU)	AS/NZS 2208 and AS/NZS 4666.

5. Conditions

The Warranty is further subject to the following conditions:

a) the Warranty applies only to Product in the size, shape and form supplied by Walshs Glass to the Buyer. Any Product undergoing subsequent cutting, edge working, processing or any further alteration shall be excluded from this Warranty;
b) the glass used in the Product is manufactured by Walshs Glass or, if sourced externally, confirmed in writing or warranted by the supplier to comply with Walshs Glass product specifications;
c) the Buyer acknowledges that the Product at the time of delivery was undamaged and free from any defects;
d) the Buyer protected the Product from contact with wet cement, hard foreign objects, metals and materials likely to cause abrasive damage;
e) storage, installation and maintenance of the Product is entirely in accordance with the Applicable Standards, accepted practices and Walshs guidelines and recommendations. The glass components are not damaged in any way before or during installation;
f) the Product is installed in window or door frame/system that complies with the Applicable Standards (including AS2047);
g) the Product is installed in a manner that prevents prolonged contact with moisture at the glass edge;
h) the Product is not subject, or likely to be subject to stresses from any cause in excess of the stresses advised as acceptable in Walshs Glass literature or in specific correspondence;
i) the Product is not exposed to chemical fumes or gases other than those present in normal clean atmospheric air nor is subject to prolonged exposure to water or moisture, nor is exposed to radiation of any type other than normal sunlight;
j) the Product is not installed where temperatures greater than 70 degrees Celsius are likely to be experienced; and
k) the intended application has been brought to the attention of Walshs Glass prior to order acceptance and that a thermal safety assessment has been carried out where necessary.

This warranty does not cover damage to, or failure of glass products resulting from the installation, transportation or provision of components by a third party which was not engaged by Walshs Glass directly.

This Warranty does not apply where the Product has been used in any manner not in accordance with the conditions of this Warranty or the manufacturer's instructions, and will not cover any damage to a Product, or any other loss, which may be sustained as a result of the placement of any other materials on the Product by any party other than Walshs Glass or its authorized representative. This includes, but is not limited to, adhesive or security films, hydrophobic coatings, harsh or abrasive cleaners, paints, adhesives, marker pens, signage or advertising materials, or protective materials.

6. Reporting and Verification of Product Failure

Walshs Glass has the right to establish to its reasonable satisfaction that any Product defect or failure is in accordance with the above Warranty and that all of the above conditions have been met.

Any failure of the Product must be reported immediately to Walshs Glass. If a failure of the Product is not notified to Walshs Glass within seven days of failure, the Buyer shall be deemed to have waived all rights under the Warranty (subject always to the terms and Conditions of Sale).

Products must not be returned without Walshs Glass' prior written consent. Walshs Glass may require the Product to be examined in situ to determine the cause of the failure.

All expenses of claiming in respect of this Warranty will be borne by the Buyer. Walshs Glass may require documentation supporting the Warranty claim be provided.

7. Exclusions and Limitation of Liability

So far as the law permits:

a) the Warranty specifically excludes any consequence of glass breakage from any cause other than defective material or manufacture of the Product up to the specified design wind pressure as determined in accordance with AS/NZS 1170 and AS1288 of the Applicable Standards and specifically excludes any consequential liabilities following installation;
b) breakage due to Nickel Sulphide Inclusion is not deemed as defective material; and
c) subject to limitations imposed by the *Trade Practices Act 1974* (Cth) and any other applicable legislation, this warranty will be deemed to have been invalidated if any third party modifications are made to the product.

To the extent that it is able to do so, Walshs Glass excludes all liability for:

a) warranties outside the scope of those provided in this Warranty; and
b) any loss or damage (including consequential loss) where the Product is used for a purpose other than its intended purpose.

To the maximum extent permitted by law, in no event will Walshs Glass be liable for any indirect, incidental, special, consequential or exemplary damages including but not limited to damages for loss of profits, use, goodwill, data or other intangible losses, cost of procurement of substitute goods or services, or any other special, indirect, or consequential damages (even if Walshs Glass has been advised of the possibility of such damages) resulting from a failure of the Product to meet the terms set out in section 1 of this Warranty.

Nothing in this Warranty excludes, restricts or modifies any condition, guarantee or warranty that is implied by the *Competition and Consumer Act 2010* (Cth) or any other relevant consumer protection legislation and which cannot be lawfully excluded, restricted or modified. Where such condition, guarantee or warranty is implied, Walshs Glass' sole liability will be limited to the fees paid by you under the Terms and Conditions of Sale.

8. Warranty of Replacement Product

Any replacement product supplied pursuant to this Warranty shall be warranted only until the expiration of the Warranty period for the original Product.

9. Governing Law

This Warranty shall be governed and interpreted according to the laws applying in the state of Western Australia. The Buyer and Walshs Glass each submit to the exclusive jurisdiction of the state of Western Australia.