



Warranty Against Defects

GaBe Double Glazing · BLG Enterprises WA Pty Ltd as trustee for the BLG Unit Trust

ABN: 67 424 176 276 • ACN: 653 976 491

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Commercial & Residential Projects

Version 3.2 · Issued 09.11.2023

Warranty Against Defects

BLG Enterprises WA Pty Ltd ATF BLG Unit Trust T/A GaBe Double Glazing

(Commercial & Residential Projects)

Version: 3.2

Issue Date: 09.11.2023

1. Executive Summary

- 10-Year Structural Warranty on uPVC structural elements manufactured by GaBe Double Glazing.
- 2-Year Installation Warranty on workmanship performed by GaBe Double Glazing.
- This warranty applies only where full payment has been received.
- Adjustments or issues arising from structural or building movement are expressly excluded.
- Unauthorised third-party modification, adjustment or repair may void this Warranty.
- This document does not exclude, restrict or modify rights available under the Australian Consumer Law (ACL).

2. Contract Integration

This Warranty forms part of, and must be read together with, the Contractor's Terms & Conditions of Trade.

In the event of any inconsistency, the Terms & Conditions shall prevail to the extent permitted by law.

All defined terms in the Terms & Conditions apply to this Warranty unless expressly stated otherwise.

3. Definitions

Company means GaBe Double Glazing.

Products means uPVC windows and doors supplied and/or manufactured by the Company, including frames, profiles, glazing units, hardware, seals and accessories.

Works means installation and associated services performed by the Company.

Practical Completion means the date installation is completed and the Products are capable of normal use.

Defect means a fault directly attributable to defective materials or workmanship of the Company, excluding causes set out in this document.

Builder means the principal contractor responsible for the building project.

Client means the party identified in the invoice or contract documentation.

4. Scope of Warranty

The Company warrants that:

- (a) Products will be free from material manufacturing defects;
- (b) Installation will be performed with due care and skill;
- (c) Insulated Glass Units (IGUs) will not develop internal condensation between panes due to manufacturing defect during the applicable manufacturer warranty period.

The Company's liability is limited, at its sole discretion, to repair or replacement of defective components.

This Warranty does not constitute an ongoing maintenance agreement.

5. Inspection & Notification

The Client must inspect the Products upon delivery and the Works upon completion.

Visible defects must be reported in writing within forty-eight (48) hours.

Latent defects must be reported as soon as reasonably practicable.

Failure to comply may limit rights under this Warranty except where prohibited by the ACL.

6. Reliance on Client-Supplied Information

The Company is entitled to rely on plans, drawings, measurements and specifications supplied by the Client or Builder.

Any issue arising from inaccurate or incomplete information supplied by others does not constitute a Defect.

Where no final site measure was conducted by the Company, responsibility for accuracy remains with the Client/Builder.

7. Building Movement & Structural Responsibility

7.1 Natural settlement and structural movement are expected in buildings and are not Defects.

The Company excludes liability for:

- slab movement
- wall deflection
- roof load transfer
- structural distortion
- inadequate framing
- waterproofing integration failures

7.2 Any adjustment required due to building movement shall be treated as a service request and may incur charges.

7.3 The Company assumes no responsibility for structural adequacy of openings, waterproofing systems, load distribution, or integration with other trades.

8. Risk After Practical Completion

Upon Practical Completion, all risk passes to the Client.

The Company is not liable for damage caused by:

- ongoing construction activity
- third-party interference
- inadequate protection of installed Products
- improper storage

9. Industry Tolerances & Glass Characteristics

Customary building tolerances apply.

Glass may exhibit:

- minor optical distortion
- roller wave
- slight colour variation
- minor surface imperfections
- $\pm 2\text{mm}$ dimensional tolerance

These characteristics are not Defects.

10. Third-Party Components

Hardware, glazing and components manufactured by third parties are subject solely to their manufacturer warranty.

The Company may assist but assumes no independent liability beyond statutory obligations.

11. Exclusions

This Warranty does not cover:

- misuse or neglect
 - damage by other trades
 - unauthorised modification
 - failure to follow maintenance guidelines
 - cosmetic issues not affecting structural performance
 - sealant failure caused by other trades
 - extreme weather beyond product rating
 - fair wear and tear
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12. Access & Cooperation

Safe and reasonable access must be provided for inspection and rectification.

Failure to provide access does not extend warranty periods.

13. Call-Out Costs

If inspection determines the issue is not a Defect, the Company may charge service fees and labour costs.

14. Limitation of Liability

To the maximum extent permitted by law:

The Company is not liable for:

- consequential loss
- project delay
- liquidated damages
- loss of profit
- third-party claims

Liability is limited to repair or replacement of defective components.

15. Compliance With Laws & Standards

Products comply with applicable Australian Standards and the National Construction Code at the time of manufacture and installation.

Future structural alterations or regulatory changes are excluded.

Where the Client supplies materials, responsibility for Intended Use rests with the Client.

16. Dispute Resolution Alignment

Nothing in this Warranty limits the Company's rights under the Building and Construction Industry (Security of Payment) Act 2021 (WA).

The Client must allow reasonable inspection prior to commencing external dispute proceedings.

17. No Set-Off

A Warranty claim does not entitle the Client to withhold payment or set off amounts otherwise due, except where required under law.

18. Australian Consumer Law Notice

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 compensation for any other reasonably foreseeable loss or damage.

You are also entitled to have goods repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure.

19. Transferability

This Warranty may transfer to a subsequent owner for the remaining period upon written notice and provision of original documentation.

20. Survival

These provisions survive Practical Completion for the duration of the applicable warranty period.

WARRANTY CLAIM FORM

Warranty Providers Name:

BLG Enterprises WA Pty Ltd ATF BLG Unit Trust T/A GaBe Double Glazing

ABN: 67 424 176 276 • ACN: 653 976 491

Warranty Providers Address:

23C Glassford Road, Kewdale WA 6105

Client:

Contact No.

Description of Materials/Works provided:

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Receipt enclosed:
(tick box)

☐ Yes ☐ No

Invoice C – date of payment:

Description of defects (Give as much detail as possible. Use a separate page if required):

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Materials/Works provided:

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I hereby declare that the information provided above is true and correct and to the best of my knowledge and belief and I have complied with all the conditions of the warranty.

Signed:

Name (please print):

Dated:

[Please note, the issue or completion of this form by the Client does not constitute an admission of liability by the Contractor]