



PFG Building Glass, a Division of PG Group (Pty) Ltd Copper-Free Mirror Glass Warranty

QUALITY PROMISE

PFG warrants to the purchaser and consumers (jointly and severally, the “**Customer**”) that the mirror glass supplied by PFG is copper free and is manufactured in accordance with:

1. **ISO 9001** (quality) standards;
2. **ISO 14001** (environmental) standards;
3. **ISO 9227** (test procedures) standards; and
4. **SANS 1236:2013** edition 1.2 (silvered glass mirrors for general use).

(collectively referred to as the “**Standards**”).

PFG warrants that its mirror glass will comply with these Standards and be free from defects in materials and workmanship for a period of 5 (five) years from date of purchase from PFG.

It is the Customer’s responsibility to ensure that the use of the product, design and installation conform to all applicable laws and standards such as SANS 10400- N and SANS 17 etc.

WARRANTY REMEDIES

In the event that the mirror glass is determined by PFG not to meet this warranty, liability under this warranty is limited, at PFG’s exclusive option, to PFG replacing such the mirror glass without charge at PFG’s premises or, in the alternative, a refund of 100% of PFG’s original selling price for such mirror glass, within 30 (thirty) days of receiving notice of the Customer’s claim. Other costs, including but not limited to transport and labour, are not covered by this warranty. This remedy will be the Customer’s sole remedy against PFG in respect of any claim by the Customer that the mirror glass does not comply with this warranty.

LIMITED WARRANTY

PFG shall have no liability for the following which are expressly excluded from the Warranty:

1. if the mirror glass is installed, handled, transported or stored contrary to PFG’s guidelines which can be viewed at: <https://indd.adobe.com/view/400f72d1-bf0d-45fa-bf27-59e2cde322c8>
2. if the mirror glass is subjected to contaminants, high humidity or alkalinity or a lack of ventilation;
3. if the mirror glass or silver coating/paint backing surface is broken, or fractured or exposed to air;
4. if the mirror glass is subjected to corrosive chemicals and liquids;
5. if the mirror glass or silver coating/paint backing surface comes into contact with incompatible glazing lubricants, glazing soaps, incompatible glazing gaskets, glazing sealants or silicones;
6. if the mirror glass or silver coating/paint backing surface comes into contact with incompatible cleaning fluids or moisture runoff, gluing, paints, adhesives, solvents or insulation, chemical fumes or untreated plastered wall;
7. if the mirror glass is installed in swimming pool or bath enclosures, or other outdoor fixtures;
8. any damage arising from fair wear and tear; or wilful, accidental or negligent damage by the Customer or a third party; and

9. imperfections determined by PFG to be of a minor or insignificant nature or aesthetic defects other than discoloration, black spots, or clouding of the silver coating or backing that materially obstructs the mirror image of the vision area.

The Customer shall bear the onus of proving that the defect complained of was not caused by the exclusions as listed above.

CLAIMS PROCESS

1. No claim against PFG will be valid unless (i) the Customer has notified PFG in writing of the claim, giving details of the nature and extent of the defect, within 30 days of becoming aware of the defect in the mirror glass, (ii) the Customer returns the mirror glass to PFG within 30 (thirty) days of notifying PFG of the claim and (iii) the Customer provides the original invoice, or some other evidence to the satisfaction of PFG proving that the mirror glass was procured from PFG.
2. The Customer agrees to allow PFG or its nominated expert to inspect or test the mirror glass, which is the subject of a claim, failing which PFG's obligations to perform under this warranty will be deemed to have been discharged and the Customer deemed to have waived its rights and remedies against PFG arising out of the claim.

GENERAL

1. Subject to the Consumer Protection Act and except for this warranty, PFG makes no other warranties of any kind, whether express or implied by operation of law or otherwise, including but not limited to any warranties regarding the appropriateness of the design of the product, fitness of the product or any services rendered for any particular purpose, the merchantability of the product or the suitability of the product or installation method.
2. PFG's liability shall be limited solely to its responsibilities under this warranty, and in no event shall PFG be liable to any person or entity for indirect, special, incidental or consequential damages, economic loss, penalties or charges for any reason, even if such damages or charges are foreseeable or if PFG has been advised of the possibility of such damages or charges.
3. No variation or change from this warranty will be binding upon PFG, unless made in writing specifically referencing this warranty and signed by PFG. With the exception of defects identified by the Customer in accordance with the claims process described above, all risk in and to the mirror glass shall pass to the Customer upon delivery.
4. To the extent that this warranty conflicts with any other terms and conditions provided by PFG to the Customer, the warranty terms and conditions contained herein override such terms and conditions.
5. This warranty is governed by the laws of South Africa.
6. In the event that the Customer on-sells and/or supplies the mirror glass to an end user/third party, the Customer shall be required to advise such end user/third party that the mirror glass is sold and/or supplied subject to this warranty. The Customer hereby indemnifies PFG against all loss, harm or damage, should the Customer fail to do so.