

PFG Building Glass a division of PG Group (Pty) Ltd

Mirror Warranty

PFG mirrors, branded "Images" are manufactured in line with global trends towards increased environmental awareness and sustainability. Our mirrors are copper-free, and we use backing paints that are free of lead.

- PFG warrants to the initial purchaser, processors and consumers (jointly and severally, the "Customer") that Mirror manufactured by PFG will be made from quality materials, in accordance with ISO 9001 Quality, ISO 14001 Environmental and ISO 9227 Testing Standards and will be free from defects as defined in SANS 1236:2013 (silvering glass mirrors for general use) for a period of 5 years from the date of purchase from PFG.
- To maintain the expected quality, it is important that the Customer ensures the correct treatment of PFG's Mirrors, which is explained in PFG's online guidelines <u>https://pfg.co.za/product/mirror/.</u> The Customer acknowledges that it will have no claim against PFG:
 - 2.1. if the Mirror is transported, stored, processed, cut, installed or maintained other than in strict compliance with PFG's guidelines.
 - 2.2. if the Mirror is subjected to contaminants, high humidity or alkalinity, exposed to abnormal environmental or weather conditions, a lack of ventilation behind the mirror, untreated or damp walls, vibrations, incompatible sealants or adhesives, corrosive chemicals, liquids or fumes, including harmful cleaning chemicals.
 - 2.3. if the silver paint backing surface is broken, fractured or exposed and comes into contact with incompatible conditions or substances or the Mirror has edge deterioration caused by improper processing or cleaning.
 - 2.4. if the Mirror is incorporated or assembled in any other composite product, PFG shall not be responsible for a lack of compatibility of the other materials with the glass silvering and painting.
 - 2.5. if the damage to the Mirror is caused by fair wear and tear, or wilful, accidental or negligent damage by the Customer or a third party.
- 3. The Customer will be responsible for proving that the mirror has been correctly treated and that the exclusions in this Warranty do not apply.
- 4. 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.
- 5. In the event that the Mirror does not comply with this Warranty, PFG shall be obligated at its option, to either replace the Mirror without charge at PFG's premises or to refund 100% of the purchase price paid by the Customer
- 6. 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 and samples of the defective mirror, within

30 days of becoming aware of the defect in the Mirror and (ii) the Customer provides the original invoice, or some other evidence to the satisfaction of PFG proving that the Mirror was manufactured by PFG and the claim falls within the warranty period.

- 7. If a claim is made on this Warranty, PFG, or its nominated expert, will be entitled to inspect the Mirror, within 10 days of request and if denied, PFG will be deemed to have fully discharged all its obligations to the Customer under this warranty and in law.
- 8. The obligations of PFG are limited to the remedies set out in this warranty and the Customer waives any other claims or rights against PFG.
- 9. PFG will not be liable for incidental, special, consequential or indirect damages arising from any cause, including without limitation all economic loss, wasted costs and penalties.
- 10. If the party which purchases Mirror from PFG, on-sells or supplies this Mirror to an end user or other third party, the Customer shall be required to advise such end user or third party that the Mirror is sold and/or supplied subject to this Warranty. The Customer hereby indemnifies PFG against all claims or damages, should the Customer fail to do so.
- 11. No variation or change to this Warranty will be binding upon PFG, unless in writing and signed by a director of PFG.
- 12. To the extent that this warranty conflicts with any other terms and conditions, the terms and conditions of this Warranty shall override such terms and conditions.
- 13. The sale of Mirror to the Consumer and this warranty is governed by the laws of South Africa.

All rights which the Customer may have as a consumer in terms of the Consumer Protection Act, 2008, remain enforceable and this Warranty will be deemed to have been amended to the extent required to give effect to these rights.