

Pyrobel & Pyrobelite WARRANTY

AGC Europe S.A/N.V. guarantees its fire resistant glasses, PYROBEL and PYROBELITE, manufactured "Cut to Size" in its facilities, or by one of its authorized distributors, shall remain free from defects for a period of **10** (**ten**) **years** to be calculated from the date of delivery of the glass. Defects shall be recognised only by reference to the characteristics of the products described in the product data sheets published by AGC Europe and applicable at the time of delivery.

The guarantee shall be null and void if the products are processed, packaged, stored, transported, installed, placed, used or maintained in a way that is not fully compliant with the recommendations of AGC Europe GLAZING INSTRUCTIONS.

Due to the composition and the natural properties of the intumescent interlayers used in the manufacture of PYROBEL and PYROBELITE, the product may develop some minor imperfections and slight distortion, which do not affect the free vision through the unit nor its fire resistance and shall not be considered as defect. AGC Europe will follow the standard EN12543-6 to inspect the PYROBEL and PYROBELITE glass upon request.

For the same reason, a variation of up to 5% of light transmission and haze shall not be considered as a defect.

As usually applied in the glass industry, the guarantee does not cover breakage. The guarantee also excludes any defect and any related damage that becomes apparent after the expiration of the guarantee period.

The guarantee shall apply only after AGC Europe has had the opportunity to assess the existence of the defects and, under the scope of the guarantee, AGC Europe shall supply free of charge, at the same place of delivery as that of the original supply, in same quantity and size, the defective PYROBEL or PYROBELITE. **ANY OTHER COSTS OR DAMAGES ARE HEREBY EXCLUDED UNDER THE GUARANTEE.**

The guarantee shall apply only to glasses fully framed, handled, transported, stored and installed in accordance with normal procedures applied in the glass industry and in particular with AGC Europe instructions (see PYROBEL brochure and AGC Europe GLAZING INSTRUCTIONS). In particular, the warranty shall not apply in one of the following cases:

- The fire resistant construction element and its placement do not meet the current regulations or the requirements or recommendations of AGC Europe;
- The glass has been damaged or modified by crumbling, cutting, sawing, edge working, application of films or anti-solar varnishes, deliberate or accidental mistreatment, in transport, storage or incorrect maintenance or contrary to AGC Europe's recommendations;
- The edge protection has been altered or removed;
- The edge of the glazing has been in contact with water, liquid or aggressive materials;
- Water (condensation or infiltration) has been allowed to stagnate in the frame;
- The glass has been exposed to abnormal stresses or temperatures, e.g. storage in the vicinity of radiators or other heat sources;
- The glass has been exposed to temperature exceeding 50°C or below –40 °C;
- Internal grade glasses have been exposed to direct U.V. radiation.

The present guarantee is given to the exclusion of any other, implicit or explicit guarantee. Any deviation, extension, amendment or modification shall be valid only upon a written bilateral and specific agreement.

The present guarantee is governed by Belgium law or by Czech Republic law depending the place of the manufacturing of the products.