

**General Warranty Information – This sets out the terms on which Pyroguard offer a warranty on their glass products, and all other implied terms are excluded to the maximum extent permitted by law**

1. General: This document applies to all products supplied by Pyroguard UK Ltd., of all types and fire ratings including their combination in insulated glass units, unless other terms are incorporated in the Order Acknowledgement. When fire-resistant glass is used, it must be incorporated as part of a fire-resistant glazing system only, which includes the glass, the glazing seals, glazing beads, fixings and frame. Glass balustrades incorporating Pyroguard products must be constructed according to Glass and Glazing Federation Guidance Note Section 7 – Guidance for the Use of Glass in Protective Barriers Part 5.3.3.1., which stipulates a fully-framed system with a minimum 15mm edge cover.
2. Limited 10 Year Warranty: Pyroguard UK Ltd. warrants that its products will be free of substantial obstruction of vision from dust or other foreign substances due to defective materials or workmanship for a period of ten years from the date of delivery.

When assembled as part of an Insulated Glass Unit (IGU), Pyroguard UK Ltd. warrants that its products will be free of substantial obstruction of vision from dust, film formation or moisture accumulation between glass panes resulting from seal failure due to defective materials or workmanship for a period of five years from the date of delivery.

Pyroguard products including but not limited to PYROSTEM, Pyroguard FIRESAFE, Pyroguard ADVANCE, Pyroguard RAPIDE, Pyroguard RAPIDE PLUS, Pyroguard PROTECT, Pyroguard INFINITY, Pyroguard MARINE, Smokeguard and Attackguard are engineered specialty fire resistant glazing materials. Certain optical and visual faults are inherent to the production process. These characteristics may be evaluated according to the manufacturer's quality standards, but do not impair the transparency or affect the performance of the glass in case of fire, and shall not be considered cause for rejection. Pyroguard products comply with the general applicable norms BS/EN 12543 and BS/EN 14449 for laminated glasses and safety laminated glasses. The responsibility of the supplier cannot be evoked in the event of discovery of optical faults through an observation which does not comply with the aforementioned standards. The phenomena of colouring and deformation of an insulating glass, due to differences in spatial or topological pressures, which are visible in certain cases, are not subject to this warranty. This also applies to areas of visible strain in the event of polarised light for toughened safety glass and visible distortions due to installation of different sheets of glass in parallel planes during glass assembly. These physical phenomena have no connection with the quality of the glass and are therefore not covered by the warranty. In all cases, anomalies due to barometric causes, anisotropy, condensation on the external surfaces, non-adherence to the construction and technical instructions given in the test reports or certifications, or non-adherence to the supplier's recommendations (orientation of assembly, orientation of glazing, standard rules of installation, etc.) are not subject to warranties or covered by the supplier's assurances.

Toughened glasses used in the final assembly may contain nickel sulphide inclusions, which may lead to spontaneous breakage, even after heat-soak tests. This warranty shall not apply against such spontaneous breakages. Due to the composition and the natural properties of the fire-resistant interlayers used in the manufacture of Pyroguard's products, the products may develop some minor imperfections such as small bubbles and slight distortion, which do not affect the free vision through the unit nor its fire resistance nor its impact performance and shall not be considered as a defect or as covered by the warranty. This warranty shall not apply if the failure is caused by acts of God, intervening cause, mishandling, improper

storage, misuse, abuse, improper installation, installation by unqualified glaziers or by any other cause whatsoever not within our exclusive control, and shall not apply unless the failure occurs within ten years after the date of shipment. The obligation of this warranty is to replace the defective glass, EXW manufacturer's warehouse (ICC Incoterms 2020), but in no event shall Pyroguard UK Ltd. be responsible to cover any cost of removal, installation or reinstallation, loss of use, incidentals or any consequential cost associated with defective product. Any glass replaced under this warranty is limited to the original warranty period and shall not be extended beyond ten years from delivery of the original glass. Pyroguard makes no warranty of merchantability nor that the product is fit for any particular purpose for use and no other warranty than the abovementioned warranty of any kind, expressed or implied.

3. **Transportation and Storage Conditions:** Transport and storage of all Pyroguard products must be in accordance with Pyroguard's recommended practices which will be supplied on request, or can be obtained from <https://www.pyroguard.eu/en/tandcsdownloads/>. When glass is installed in a non-temperature controlled building, above storage conditions apply likewise.
4. **Handling and Installation Requirements:** The product warranty is subject to the product having been handled and installed in accordance with published instructions provided or as set out at <https://www.pyroguard.eu/en/tandcsdownloads/>. All the essential components of a fire-resistant system must be compatible under fire conditions and its performance must be referenced to appropriate and relevant test evidence and certification. The installation of fire-resistant systems must be undertaken by a qualified and competent installer. Pyroguard UK Ltd. disclaims all liability should the fire-resistant glass be used in anything other than the manner described in clause 5 below. All subsequent product processing, additions or alterations not authorised and monitored by Pyroguard are specifically prohibited and any unauthorised processing, additions or alterations will render this warranty null and void. All notes and instructions on labels must be respected. If adhesives or sealing materials are applied during installation, compatibility must be verified and confirmed with Pyroguard beforehand or all warranty is null and void.
5. **Product Use:** Pyroguard products including but not limited to PYROSTEM, Pyroguard FIRESAFE, Pyroguard ADVANCE, Pyroguard RAPIDE, Pyroguard RAPIDE PLUS, Pyroguard PROTECT, Pyroguard INFINITY, Pyroguard MARINE, Smokeguard and Attackguard products must be used in temperature controlled environments ensuring a maximum glass temperature range consistent with the service temperatures indicated in any published guidelines for the relevant product. All circumstances resulting in heat build-up of the glass caused by window blinds, curtains, etc. must be avoided.
6. **Limitation of Remedy**

The warranty period (10 years from the date of delivery, 5 years for IGUs) is subject to acceptance of Pyroguard UK Ltd. that:

- i) The failure of the product under this warranty must occur within the applicable warranty period and be notified to Pyroguard UK Ltd. promptly, and in any case before the end of the warranty period;
- ii) Proof of date of purchase of the product acceptable to Pyroguard UK Ltd. must be provided with the claim;
- iii) The product must be available for inspection at Pyroguard UK Ltd.'s request.

The supplier also provides a warranty to the buyer, limited to the extent required by law or regulations, against any latent defect affecting the delivered goods and rendering them unsuitable for their intended use. Such warranty shall also cease 10 years after delivery.

Pyroguard UK Ltd. reserves the right to have any glass to which the foregoing warranty applies inspected in the field by a qualified representative of Pyroguard UK Ltd., and to have samples furnished to Pyroguard UK Ltd. for examination and laboratory analysis where necessary.

Pyroguard UK Ltd.'s liability under this warranty shall be limited to replacement of Pyroguard products, or the Insulating Glass Unit containing Pyroguard products, or at Pyroguard UK Ltd.'s option, to refund the purchase price. If Pyroguard UK Ltd. elects to replace the glass, the glass furnished as such replacement will carry the same warranty for the balance of the warranty period, and the same delivery terms that applied to the original shipment. The warranty is given by Pyroguard UK Ltd. in lieu of and to the exclusion of all other rights and remedies, however arising, which any purchaser, installer, or user of Pyroguard might otherwise have. In no event shall Pyroguard UK Ltd. be responsible for any costs of the removal, installation or reinstallation, for loss of use, or for incidental, consequential, or other damages of any kind whether in each case presented as direct or indirect damages.