



SEM Windows Pty Ltd
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ALUMINIUM WINDOWS WARRANTY & OPERATIONS & MAINTENANCE MANUAL

BUILDER:	MPG CONSTRUCTIONS QUEENSLAND PTY LIMITED ABN: 93 614 877 744
SUB-CONTRACTOR:	SEM WINDOWS PTY LTD 67 Assembly Drive, Dandenong South VIC 3175 (Hereinafter called the Sub-contractor)
PROJECT:	8 Jubilee Ave Broadbeach QLD
SUBCONTRACT WORKS:	Supply, Installation and glazing of aluminium windows, Doors and related works. (Hereinafter called the Subcontract Works)

1. The Sub-contract hereby warrants the Proprietor that, subject to the exclusions and limitations below:
The subcontract works:
 - a) Will be of good and merchantable quality and fit for their purpose
 - b) Will be free from any defects or faults in composition and/or manufacture; and
 - c) Will be designed, manufactured and installed to satisfy all the requirements of the following Australian Standards:
 - AS1288 – 2006 Glass in Building – Selection and Installation
 - AS2047 – 2014 Aluminium Windows for Buildings Specifications

All parts of the workmanship of the Products carried out by SEM Windows will be free from defects for SEVEN (7) years from date of delivery to site by SEM Windows.

All moving parts and hardware (“Hardware”) attract a one-year warranty from the date of delivery to site by SEM Windows; and

Toughened, laminated and float glass (“Glass”) attracts a warranty against defect and degradation for a period of two years from the date of delivery to site by SEM Windows (not exceeding the limits as set out in AS4667).

In a defect appears in SEM Window’s workmanship of the Products before the end of the relevant warranty period, and SEM Windows finds the Products to be defective, SEM Windows will, in its sole discretion, either:

- a) replace or repair the Products or the defective parts of the Products free of charge; or
- b) cause the Products or the defective parts of the Products to be replaced or repaired by a qualified SEM repairer free of charge.

SEM Windows reserves the right to replace defective parts of the Products with parts and components of similar quality, grad and composition where an identical part or component is not available.

Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

2. Under this Warranty, SEM Windows agrees to repair or replace, at its option, unfinished and in the form as originally supplied and without charge, any goods found to be defective within the meaning of this guarantee (as directed by the Builder), provided that;

- a) Goods are inspected on receipt for visible defects and any such defects are brought to the attention of SEM Windows by notice in writing notifying the date and place of service within SEVEN (7) days of such defects being detected, and in any event, within seven (7) years from the date of SEM Windows's shipment.
 - b) Goods are to be accorded reasonable treatment by the Customer and, if stored prior to installation, are to be stored flat in dry buildings and not hung in damp or freshly plastered areas.
 - c) Exterior doors and windows are finished with light reflective, exterior finish colours.
 - d) Throughout the warranty period goods are maintained so as to prevent deterioration from normal weather conditions.
 - e) The utility or structural strength is not impaired in the fitting of the goods, the application of the hardware or cutting and or altering the goods.
 - f) The moisture content of the timber does not fall below 12% or exceeds 18%.
- 3.** Goods will NOT be found to be defective within the meaning of this Warranty if;
- a) Goods become defective through failure to follow these recommendations or for hazards of shipment or storage, after the Goods leave control of SEM Windows.
 - b) There is a natural variation in the colour and texture of the timber.
 - c) There is shrinkage or splitting of frame members or panels in solid joinery due to atmospheric conditions.
- 4.** This Warranty does not apply where:
- a) the Timber Products have been stained or finished in a dark colour;
 - b) the Products have been subject to abuse, misuse or neglect;
 - c) SEM Windows cannot establish any fault in the Product after testing and inspection;
 - d) The Products have been used other than for the purposes for which they were designed;
 - e) The alleged defect in the Product is within acceptable industry variance, including manufacturing tolerances in line with AS2047, poser coat colour variations within industry tolerances and distortion, twisting, warping, cupping or bowing of a door less than 5mm;
 - f) The Products have been installed in unusually damp or moist conditions;
 - g) The Products have been repaired, altered or modified by someone other than SEM Windows or an authorised repair agent;
 - h) The Products have been subject to decay or damage brought on by insect attack;
 - i) The Products have been subject to abnormal conditions, including environment, temperature, water, fire, humidity, pressure, stress or similar;
 - j) The alleged defect in the Product has arisen due to the customer's failure to install, use and maintain the Product in accordance with in accordance with recommendations set down in the Australian Standards AS2048-1977 as amended and the "Maintenance" schedule contained in Appendix 'A' herewith and maintenance requirements mentioned in the warranty/guarantee as expressed by the suppliers of actual finished coating and door operating equipment.
 - k) Window reveals have not been protected from the elements within two weeks of being delivered to site.
NOTE: Timber is a nature product, and as such, climactic conditions can result in dimensional changes and colour variations to components. Reactions to environmental changes are outside of SEM Windows' control and are not covered by this Warranty.
 Window reveals are covered under this Warranty only if they have been protected from the weather within 2 weeks of delivery to site.
- l) Non-performance of, malfunction of, or damage to any part of the subcontract works arising from:
 - i. Scratches, scuffs, dents and the like however caused;
 - ii. Malicious interference caused to the product or its installation;
 - iii. Storm, tempest, flood, fire, earthquake and or other acts of God'



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iv. War, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military or usurped power;

Polished brass hardware is warranted for materials and workmanship only. SEM Windows does not warrant the finish of such hardware under this Warranty.

This Warranty does not cover accidental glass breakage or general wear and tear.

This Warranty does not cover Glass Breakage including spontaneous breakage (inclusions including Nickel Sulphide (NiS) are an inherent phenomenon of all glass and are therefore not considered a defect of the product.

5. SEM Windows is not liable hereunder to reimburse any purchaser for Goods repaired or replaced without the prior written consent of SEM Windows.

6. This guarantee is subject to the terms and conditions specified above and SEM Windows shall be under no further liability to the customer with respect to defective goods except to the extent that any additional liability attached to SEM Windows by virtue of any binding State, Territory or Federal law or regulation relating to the sale of goods. All conditions and warranties implied into contracts for the sale of goods and supply of services are hereby expressly excluded PROVIDED THAT nothing covered in this is extended or shall be taken to exclude, restrict or modify those conditions and modified in the guarantee.

7. Any modification made to our product by a third party will immediately void our guarantee.

8. Warranty Procedure

a) If a fault covered by Warranty occurs, the customer must within SEVEN (7) days of the fault arising notify SEM Windows in writing to the contact address at which the Product was purchased.

b) Any Warranty claim must be accompanied by:

- proof of purchase

- Full details of the alleged defect; and

- appropriate documentation, if any (such as installation and/or sealant records)

c) The customer must allow SEM Windows or its authorised representative access to the Products for inspection. If such inspection finds not defect in the Products, or finds that the Products have not been stored, installed or maintained in accordance with industry recommendations, then the customer must pay SEM Windows usual call out and service costs.

9. The warranties are in addition to and shall not derogate from any conditions or warranties in favour of the Builder implied by law or statute or contained in the Subcontract. Apply only to the replacement or rectification of products and components which form part of the Subcontract Works.

10. The warranties were given provided by that in regard to actual finished coatings and door operating equipment they will be limited to the warranty/guarantee as expressed by the suppliers of these products.

11. SEM Windows makes no express warranties or representations other than as set out in this Warranty. The repair or replacement of the Product or part of the Product is the absolute limit of SEM Windows' liability under this express Warranty. This Warranty does not extend to the installation or refinishing of replacement product.

Notwithstanding anything herein written before the maximum liability of the Subcontractor under this Warranty and the contract between the Subcontractor and the Builder for any reason whatsoever, whether arising in Tort or Contract, is hereby limited to the sum of \$10,000.00 (ten thousand dollars).

Appendix A

Advice for the Hand Cleaning of Glass

This information is offered as a general guide only. Specific advice on the cleaning of glass should always be sought from a reputable glazier or professional window cleaner before any glass cleaning is undertaken.

Professional Cleaners:

Professional glass cleaners have significant experience and access to equipment, materials and methods which the general public may not. As professional glass cleaners are acknowledged experts in the cleaning of glass, SEM Windows offers the information on this page as general advice only for the professional glass cleaner to consider as part of the development of their own cleaning processes.

Instructions to All Trades and Individuals:

- Always follow manufacturer's installation and cleaning instructions.
- While cleaning ensure jewellery and watches are removed and gloves should be worn.
- It is recommended that glass be protected from contamination caused by building materials and methods during construction as this will greatly simplify the glass cleaning task at the end of the project. If the glass is not protected during construction then the glass and frames should be cleaned frequently during construction.
- Construction dust, leachate from concrete and rusting from steel can contribute to the formation of mild chemicals, which may stain or otherwise damage the glass.
- Glass should be cleaned using only cleaning materials which are free of grit and debris (to avoid scratching and marking of the glass surface).
- Only detergents and cleaning solutions which are recommended for cleaning glass should be used. Mild detergents are preferable.
- Extra care is necessary where high performance reflective glass is installed. The coated surface can be susceptible to stains and scratches and therefore requires vigilance during the full construction process.
- Temporary screens should be installed if welding, sandblasting, floor sanding, cuffing or other potentially damaging construction practices takes place near the glass.
- Glass installations which are adjacent to concrete (e.g. concrete slab floors) require extra care and cleaning due to the abrasive nature of concrete dust.
- All tradesmen should be advised to be aware of damaging glass and windows and to leave in place any materials protecting the window or glass.

Toughened Glass:

The cleaning of toughened glass requires special care. The glass surface opposite the standards compliance stamp may, as a consequence of the manufacturing process, have 'pickup' on the surface. 'Pickup' is a deposit of very small particles of glass which are fused to the glass surface. A cleaning method which does not dislodge these particles should be employed otherwise scratching of the glass surface may result. Blades or scrapers have been known to dislodge 'pickup' from the glass surface. A soft cloth, which will not dislodge 'pickup', should be used. It is suggested that professional cleaners consult with their suppliers as to the suitability of available cleaning equipment, materials and methods.

What Not To Do:

- Do not use cleaners which contain Hydrofluoric or Phosphoric acid as they are corrosive to the glass surface.

- Do not clean the glass when the glass is hot or in direct sunlight.
- Do not allow cleaning solutions to contact the edges of Laminated glass, Insulating Glass Units or Mirrors.
- Do not store or place other material in contact with the glass. (This can damage the glass or create a heat trap leading to thermal breakage).
- Abrasive cleaners, powder-based cleaners, scouring pads or other harsh materials should not be used to clean windows or other glass products.
- Avoid causing extreme temperature changes to the glass as this may lead to thermal fracture of the glass, i.e. do not splash hot water on cold glass or freezing water on hot glass.
- Some tapes or adhesives can stain or damage glass surfaces. Avoid using such materials unless they are known to be easily removed.

If Damage Occurs:

If glass is damaged or broken on-site ensure that experienced glaziers are engaged to rectify the situation. Glass can be a safety hazard if not handled properly.

Paint:

Paint spots have been traditionally removed using a sharp razor blade. The use of a blade can in some cases cause damage to the glass. As an alternative, investigate solvents or graffiti removal materials, ensuring that they will not damage the glass. If a blade or scraper is used then the risk of damage can be reduced by using a scraper which has a clean edge and is held at an angle of 30 degrees to the glass. Consult the supplier of the blade or scraper as to how it is best used to clean glass. However, surface coated, modified or tinted glass requires special care. Seek cleaning advice from your local glass merchant.

About This Cleaning Advice:

This information is offered as a general guide only and specific advice should always be sought from a reputable glazier or professional window cleaner before undertaking any cleaning. This guidance does not preclude the use of other methods, materials or equipment, however the user should undertake careful evaluation and make suitable enquiries of the suitability of alternative methods, materials or equipment, before using them. SEM Windows has taken all reasonable care in producing this document, however SEM Windows makes no representations or warranties, express or implied, as to the accuracy, reliability or completeness of, and disclaims all liability, direct or indirect (and whether or not arising out of the negligence, default or lack of care of SEM Windows for any loss or damage (whether foreseeable or not)) suffered by the recipient or any other person arising out of, or in connection with, any use or reliance by any of them on this document. Liability which cannot legally be excluded is limited to the maximum extent possible.

Care & Maintenance of Powder Coating

The effects of ultra violet light, pollution, dirt, grime and salt deposits can all accumulate on your powder coated surface over time.

To extend the effective life of powder coating and protect any warranty requirements that may exist, a very simple regular maintenance program should be implemented for the removal of any residues.

As a general rule, cleaning should take place every six months. However, in areas where pollutants are more prevalent, especially in coastal or industrial regions, a cleaning program should be carried out on a more frequent basis (for example, every three months).

To clean your powder coated surface:

1. Carefully remove any loose deposits with a wet sponge



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2. Use a soft non abrasive brush or cloth and mild household detergent solution to remove dust, salt and other deposits.
3. Rinse off with fresh water Detergents that recommend the use of gloves when handling should be avoided as this is a good indication that the detergent is harsh and therefore, unsuitable for cleaning your powder coating. Although some strong solvents are recommended for removing sealants or other building residues, these may be harmful to the extended life of the powder coated surface and should be avoided as the damage may not be visibly immediately and may take up to twelve months to appear. If paint splashes, sealants or other residue need to be removed, then either Methylated Spirits, Turpentine or White Spirits may be used safely.