

10-year limited warranty SOLTIS PROOF 502

Applications: Awnings, canopies, shade sails

Subject to all the terms and conditions contained herein and with specific reference to the percentage of Serge Ferrari liability chart contained herein, Serge FERRARI hereby provides a ten (10) year limited warranty for the products SOLTIS PROOF 502.

1) Compliance with specifications

Serge Ferrari warrants that the product shall at the time of delivery at Serge Ferrari's plant of manufacture, meet all technical specifications stated in the published Serge Ferrari data sheets.

2) Compliance with sustainability & functionality requirements

Serge Ferrari warrants the sustainability & functionality of the concerned membrane. Given the current knowledge, mechanical or aesthetic changes cannot be avoided by use conditions or circumstances environment. The guarantee provided by Serge Ferrari could not be committed in this context and any legal action against it would be null and void.

3) Compliance with our commitments

In the event of default occurring and reported during the warranty period, under normal use and if it can be proved that the defect in the membrane decreases the performance and function of the article made, Serge Ferrari accepts the replacement at its expense the only defective material to the exclusion of any other involvement.

4) Waterproofing

Serge Ferrari warrants that the products shall remain waterproof for a period of 10 (ten) years following the delivery of the product from Serge FERRARI plant of manufacture.

Each of the above described warranties are herein described collectively as the "Limited warranty".

WARRANTY APPLICATION CONDITIONS

The warranty takes effect on the day of delivery of the Serge Ferrari membrane to the customer.

The right to warranty only applies if the imperfections are reported by registered letter with acknowledgement of receipt to Serge Ferrari within a maximum time period of 30 calendar days of their occurrence; the invoice of the goods must also have been fully paid. Failure to notify Serge Ferrari within thirty (30) days following the discovery of any defect shall render this limited warranty null, void and of no legal effect with respect to that particular defect. After notification of an alleged defect, Serge Ferrari shall be entitled to inspect the product in order to take appropriate steps for timely corrective measures. In the event Serge Ferrari representatives are denied the right to inspect the alleged defect, this limited warranty shall be null, void and of no legal effect with respect to such defect. This warranty does not therefore cover the labour costs or those resulting from the disassembling, reassembling and transportation operations. Furthermore, no compensation is provided for under the terms of this warranty.

Under the guarantees described above, and subject to the exclusions hereafter, we will supply the necessary yardage to replace.

Defect Occurring in	Serge Ferrari Liability Percentage of Reimbursement of the material
1 st year	100
2 nd year	80
3 rd year	65
4 th year	50
5 th year	40
6 th year	30
7 th year	25
8 th year	20
9 th year	15
10 th year	10



SERGE FERRARI sas

BP 54 – 38352 La Tour-du-Pin Cedex – France • T + 33(0)4 74 97 41 33 • F + 33(0)4 74 97 67 20

SAS AU CAPITAL DE 3 521 600 € – SIRET 300 821 873 00019 – APE 1396 Z – N° IDENT. TVA FR 38 300 821 873

www.sergeferrari.com

WARRANTY EXCLUSIONS:

The warrantor refuses participation in a warranty, if it unilaterally notes a defect involving the product (SOLTIS PROOF 502) or its accessories, which can be attributed the following causes:

- (I) Non-compliance with installation recommendations and directions issued by the warrantor.
- (II) Lack of fabric tension (for example slack, skewness, flapping and/or creasing). SOLTIS PROOF 502 must remain faultlessly tensioned.
- (III) Tear or repair during installation.
- (IV) Improper usage, negligence, product alterations, accidental damage of external covering, premature wear, rubbing, scratching, perforation exceeding normal wear.
- (V) Exposure to chemicals, damage caused by machinery, devices or persons, excessive pressure, exceptional meteorological conditions, falling objects, explosions, fire, flooding, rioting, civil unrest, war, resorting to violence, faulty installation or improper implementation, radiation, aggressive vapour or dust in suspension.
- (VI) Damage during storage or installation by installer or final customer, exposure to heavy air pollution, cleaning with over-aggressive or unsuitable products.
- (VII) Application to or within structures non-compliant with construction standards applicable at the installation location, repairs or alterations causing loss of product performance performed by a person unauthorised by the warrantor.
- (VIII) Any operation subsequent to material delivery, such as printing (notwithstanding the method used), welding or thermo-gluing of additional parts or fabrics.

On declaration of the defect referred to, the warrantor reserves the right to inspect and test the implicated product to determine the measures to be taken to remedy the defect. The warrantor, moreover, refuses any liability under the warranty, if the third party breaches the right of the representatives of the warrantor to examine the defect referred to.

LIMITATION OF LIABILITY: this limited warranty is the exclusive warranty with respect to the products and is in lieu of and supersedes all other representations or warranties, whether written or oral, express or implied. Serge Ferrari expressly disclaims any implied warranties of merchantability or fitness for a particular purpose. The sole and exclusive remedies of any person relating to the products, and the full liability of Serge Ferrari for any breach of this warranty, are those provided in this limited warranty. Other than as provided in this limited warranty, any user of the products hereby agrees and acknowledges that no other warranties are offered or provided in connection with or for the products or any part thereof.

Only here named Serge FERRARI membrane is subject to the limited warranty concerned. Thus Serge Ferrari shall not be liable for any loss of profits or revenue, loss of use of equipment or facility, cost of capital or for any other special, indirect, incidental or consequential damages of any nature resulting from or in any manner relating to the Products covered hereby, their design, use, any inability to use the same or any delay in the delivery of the same.

Should the Products prove so defective, however as to preclude the remedying of warranted defects by repair or replacement, the customer's sole and exclusive remedy shall be the refund of the purchase price of the fabric, or part thereof which is defective, upon its return to Serge Ferrari.

The terms and provisions of this Limited Warranty shall be governed by, construed under and enforced in accordance with, the laws of France, without regard to Uniform United Nations Conventions.

Any questions, inquiries or claims under this Limited Warranty shall be directed to:

Serge Ferrari sas
B.P. 54 38352
La Tour du Pin Cedex France

Valid from the 15th of October 2015 - Ensure to possess valid warranty document at the time of project



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