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## 10-year limited warranty

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Applications: awnings and fixed shading systems

Manufactured according to the Serge Ferrari Technology and benefiting from the ISO 9001 Quality Assurance system, composite materials are guaranteed for 10 years for the mentioned applications.

### 1) Warranty

Are guaranteed against any abnormal degradation of their main characteristics as part of normal use:

- breaking strength at least 30% of its original value,
- uniform colour change over time, for the same orientation and exposure,
- fire resistance as specified in the original technical document,
- impermeability.

### 2) Warranty application conditions

The warranty takes effect on the day of delivery of the membranes to the customer.

In the event of proven liability, the warrantor declares its readiness to reimburse all or part of the costs of repair or replacement, subject to the conditions set forth in the table below. The percentage contribution of the warrantor shall take into account the warranty limits stated below, the installation conditions for the product and its exposure time.

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. A product purchase receipt shall be required in support of any claim. The sum reimbursed by the warrantor shall not exceed the initial purchase price paid by the first acquirer.

The costs of repair or replacement not covered by the warrantor following reimbursement shall remain payable by the third party.

This warranty does not therefore cover the labour costs or those resulting from the disassembling, reassembling and transportation operations. Furthermore, no monetary compensation is provided for under the terms of this warranty.

The sum covered by the warrantor shall be proportional to the number of years between the start of exposure and the appearance of the defect:

Appearance of the defect	10-year warranty (Maximum percentage coverage by warrantor)
1 <sup>st</sup> year	100%
2 <sup>nd</sup> year	80%
3 <sup>rd</sup> year	65%
4 <sup>th</sup> year	50%
5 <sup>th</sup> year	40%
6 <sup>th</sup> year	30%
7 <sup>th</sup> year	25%
8 <sup>th</sup> year	20%
9 <sup>th</sup> year	15%
10 <sup>th</sup> year	10%



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### 3) Exclusions

Liability under the warranty is excluded, if damage results from:

- Non-compliance with installation recommendations and directions issued by the warrantor.
- Lack of fabric tension (for example slack, skewness) and installation on a retractable system. Précontraint 502 Satin material must remain faultlessly tensioned.
- Tear or repair during installation.
- Improper usage, negligence, product alterations, accidental damage of external covering, premature wear, rubbing, scratching, perforation exceeding normal wear.
- 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.
- Damage during storage or installation by installer or final customer, exposure to heavy air pollution, cleaning with over-aggressive or unsuitable products.
- 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 unauthorized by the warrantor.
- 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.

### IV. Limitations

This warranty is limited and applies exclusively to the specified product and intended usage. It replaces all previous promises or warranties, either explicit or tacit, written or oral.

The warrantor refuses any liability regarding installation of mediocre quality or application not conforming with product specific characteristics.

With regard to services under warranty, any possible claims concerning products and the liability of the warrantor shall be exclusively governed by these terms and conditions of limited warranty. The third party accepts the present warranty clauses and certifies that no warranty or promise of warranty, other than the present clauses, has been concluded or foreseen with regard to the products or accessories supplied by the warrantor.

### V. Limitations of liability

The warrantor cannot be held liable for losses of income, commercial or operational losses, financial charges or any other specific, consequential, circumstantial or mediate loss of any kind, possessing a causal link to, or related to, the products covered by this warranty, their implementation or usage, or the impossibility of using the said products or their late delivery. The warrantor shall decide at its convenience on the measures to be taken, if the liability of the warrantor is recognized, within the limits of the



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aforementioned provisions with regard to repair, defect elimination or product replacement. Costs of replacement shall not be reimbursed.

## VI. Final conditions

The competent jurisdiction governing any dispute resulting from the terms and conditions of this warranty shall be that of the registered office of the warrantor (Bourgoin-Jallieu, 38 France). This warranty agreement is governed by French law.

All questions or actions in warranty relating to the limited warranty defined above shall be addressed to:

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

Ensure you have the document valid on the project date before activating the warranty

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Valid from the 01<sup>st</sup> of November 2015

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