

10-year limited warranty

For not removable microclimatic facades

Serge Ferrari sas (hereafter termed the warrantor) grants any purchaser involved in installing products Tenseo Frontside TXM-50 designed for microclimatic facade application, a 10 year limited warranty subject to the following conditions.

1) Object of the warranty

a) Conformity of specifications

The warrantor undertakes to ensure conformity of the product (Tenseo Frontside TXM-50) with regard to the specifications provided by the warrantor.

b) Tensile strength

The warrantor undertakes to ensure that the delivered product (Tenseo Frontside TXM-50)) conserves a tensile strength of at least 60% of technical value given in technical data sheet for 10 years (as evidenced by the date of invoice), insofar as the following conditions are met.

c) Fire resistance

The warrantor undertakes to ensure that the delivered products remain fire resistant for 10 years (as evidenced by the date of invoice).

2) Duties of the parties

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.

Damage coverage by the warrantor shall be strictly subject to recognition (visual or documentary) of product defectiveness by the the warrantor. Furthermore, the goods invoice must have been fully settled. 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.

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:

	10-year warranty (Maximum percentage coverage by warrantor)
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

3) Exclusions

The warrantor refuses participation in a warranty, if it unilaterally notes a defect involving the product (Tenseo Frontside TXM-50)) or its accessories, which can be attributed the following causes:

- Non-compliance with installation recommendations and directions issued by the warrantor,
- Lack of fabric tension (ex slack, skewness). Tenseo Frontside TXM-50 fabric must remain 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 unauthorised 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.

4) 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.

5) Warranty validity & application conditions

Warranty validity requires that the third party complete the warranty form, accurately detailing the location, and the conditions of installation and usage of the product. The third party shall duly sign, stamp and forward the warranty form to the warrantor at the address below. The third party shall complete the warranty form for each product covered by this limited warranty. The limited warranty shall take effect as soon as the warrantor countersigns the warranty form and returns it to the third party.

The Tenseo Frontside TXM-50 membrane shall be designed by calculation, based on a minimum initial factor of safety of 4.

A written installation report shall be recorded by the third party and shall be available for consultation, at any time, on request of the warrantor.

The third party shall comply with the installation and maintenance recommendations and instructions issued by the warrantor with regard to microclimatic facades.

Defects or damage shall be notified by letter sent by recorded delivery to the address below within 30 days of appearance of the defect referred to.

6) 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 recognised, within the limits of the aforementioned provisions with regard to repair, defect elimination or product replacement.

Costs of replacement shall not be reimbursed.

7) 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.

Validity of document from: August 2024