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## 8 YEAR LIMITED WARRANTY STAM 6002L

### Static and permanent awnings, canopies, shade sails

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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 («Ferrari») hereby provides a eight (8) year limited warranty for the product, STAM 6002L.

#### I. OBJECT OF THE WARRANTY

##### A) 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 Ferrari data sheets.

##### B) 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.

##### C) 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.

##### D) Flame retardancy and waterproofing

Serge Ferrari warrants that the products shall remain flame retardant and waterproof for a period of 8 (eight) 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".

#### II. DUTIES OF THE PARTIES

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.

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 sum reimbursed by the warrantor shall not exceed the initial purchase price paid by the first acquirer.

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.

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 the project following a depreciation coefficient as described below.

Defect Occuring in	Serge Ferrari Liability Percentage of Reimbursement of the material
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	35
7 <sup>th</sup> year	25
8 <sup>th</sup> year	20

### III. WARRANTY EXCLUSIONS

This limited Warranty does not apply to any product or any part thereof that, in the sole judgment of Serge Ferrari, (I) has been subject to misuse, neglect, alteration or accident, such as accidental damage to the exterior nish, or which has been subject to excess wear and tear, friction, scratches or perforations which exceed normal use;

(II) has been exposed to harmful chemicals, abused by machinery, equipment or any person, exposed to excessive pressures or sources, exposed to abnormal conditions, falling objects, explosions, fire, floods, riots, civil commotion, act of war, radiation, harmful fumes or foreign substances in the atmosphere;

(III) Has been submitted to exterior forces, faulty or inadequate installation that may lead to mechanical failures (i.e.: flapping and or creasing).

(IV) has been damaged during handling by the customer or other user or consumer of the Products, or which has been subjected to high atmosphere pollution, aggressive detergents, aggressive cleaning ;

(V) has been used in architectural structures not in accordance with accepted engineering standards or repaired or altered by anyone other than Serge Ferrari in any way so as, in Serge Ferrari's sole judgment, to affect the quality, efficiency or effectiveness of the Products;

(VI) has been misused and damaged by a non appropriate structure, defective fixing system during and after installation or confection.

Limitation of warranty: 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.

### 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. LIMITATION 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.

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.

## 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

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

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**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](http://www.sergeferrari.com)