
10 YEAR LIMITED WARRANTY

STAM 6002 & PRECONTRAIN 502 colour, 582, 502 S2

Fixed shade structures - Australia & New-Zealand

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 ten (10) year limited warranty for the products STAM 6002, PRECONTRAIN 502 Color, 582 & 502 S2.

A) Compliance with specifications

Serge Ferrari warrants that the product shall at the time of delivery at 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 10 (ten) years following the delivery of the product from FERRARI plant of manufacture.

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

FERRARI’s OBLIGATIONS UNDER LIMITED WARRANTY: Ferrari agrees to provide, to the extent and for the time period stated in the chart below a percentage of the cost to repair or replace at Ferrari’s sole option, the products which may prove defective or otherwise fail to perform as stated above under normal use, maintenance and service, as determined by Ferrari during the warranty period (a «Defect» or «Defective Product»), not to exceed the original sales price to the original purchaser of the Product. The customer must pay the remaining portion of any such costs of repair or replacements of a Defective Products:

Defect Occuring in	Serge Ferrari Liability Percentage of Reimbursement of the material
1 st year	100
2 nd year	100
3 rd year	100
4 th year	90
5 th year	80
6 th year	70
7 th year	60
8 th year	50
9 th year	40
10 th year	30

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 Ferrari in any way so as, in 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.

Any claim made by a user of the Products under this Limited Warranty shall be made in writing by registered mail with acknowledgement of receipt to Ferrari at the address listed below no later than (30) days following the discovery of the alleged Defect. Failure to notify 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, Ferrari shall be entitled to inspect the Product in order to take appropriate steps for timely corrective measures. In the event 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.

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. 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 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.

APPLICATION OF THE WARRANTY

The Confectionner / installer must complete, sign and deliver to Serge Ferrari at the address listed below, the attached warranty application form which shall identify the project, the application and use for which the products are to be employed and any material or relevant conditions or circumstances to which the products shall be exposed. A warranty application form shall be returned to Serge Ferrari for each product to be covered under this limited warranty. This limited warranty shall become effective only if, in case of necessity, customer / installer can prove that warranty application form has been sent to Serge Ferrari prior installation.

LIMITATION OF LIABILITY

Only here named Serge FERRARI membrane is subject to the limited warranty concerned. Thus 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 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 1st of May 2014 - Ensure to possess valid warranty document at the time of project

 **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