

Pro Rata Product Warranty and Limitation of Liability

All shade cloth fabric used by Sail Shade World Pty Ltd. ("**Sail Shade World**") that is manufactured by Gale Pacific Limited, an ISO9002 accredited company, is high quality knitted shade fabric. It is manufactured using high quality ingredients that have been selected for their resistance to ultraviolet light degradation.

Warranty

If, as a direct result of ultra-violet exposure, this product cracks, splits or tears due to a product defect within 15 years from the date on which the product is purchased from, Sail Shade World will, at its option, provide replacement of the product (but not any other component) free of charge if the failure is within 1 year of purchase, only on a **pro-rata** basis thereafter.

Sail Shade World's Obligations under limited WARRANTY: Sail Shade World 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 Sail Shade World'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 Sail Shade World 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 or repair or replacements of a Defective Product:

Percentage of Sail Shade World liability

Failure occurs in year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
% of cost assumed by Sail Shade World	100	93	87	80	73	67	60	53	47	40	33	27	20	13	7

This warranty is subject to the following conditions and limitations:

1. All claims must be made by email addressed to warranty@sailshadeworld.com. This email must have the order number, date of order and pictures of the warranted item. For the warranty to be valid you must have taken a picture of the installed shade sail when new so SSW can verify that it was installed properly in a manner that would not contribute to failure.

You will then be given an address to send a sample of the fabric for laboratory testing. This must be accompanied by the original shipping invoice attached to the shade sail package when delivered and proof of place and date of purchase of the product.

2. Sail Shade World will not be liable for any claim made under this warranty in respect of any product in any of the following circumstances:

- If the defect is contributed to or caused by any improper use of the product or usage of the product for purposes other than that for which the product was designed or intended.
- If the defect occurs wholly or partly as a result of any act or omission of any person other than Sail Shade World.
- If the product has been subjected to misuse, neglect, accident or abuse.
- If the product is altered or modified in any way contrary to advice provided in writing by Sail Shade World.
- If the product is joined in a manner which subsequently causes the fabric to tear, split, crack or separate.

- Due to wear caused by mechanical stresses.
- If the product is erected, installed, or used in violation of, or in a manner that is inconsistent with, instructions or warnings furnished by Sail Shade World.

3. This warranty does not cover:

- Colour fading of the product (even if due to exposure of the product to ultra-violet rays) or a deterioration in the chemical composition of the fabric other than a deterioration in the chemical composition of the fabric that occurs as a direct result of a defect; or
- Any damage to the product caused or contributed to by exposing the product to chemicals (including chlorine, halogens and organic solvents), highly acidic substances (with a pH less than 4), placing the product near an open flame (including flames from a barbecue), tensioning the product beyond its tear and tensile capabilities or mechanical friction.
- **Note:** *Shade sails or structures that are greater than 1.8 metres above a swimming pool should not be adversely affected by normal chlorine levels in a swimming pool. Direct contact with chlorine and other halogens can lead to degradation of the UV stabilisers and may negate the warranty.*

4. This warranty applies to the original owner and holder of the product.

5. This warranty applies to the fabric only.

In addition to the above warranty and other State and Territory legislation may imply warranties or conditions or impose liability on Sail Shade World in relation to the product or its supply which cannot, or can only to a limited extent, be excluded, restricted or modified.

Except for those implied warranties or conditions and such liability, and for the warranty described above, all warranties and conditions (whether express or implied, statutory or otherwise) relating to the product or its supply are expressly excluded; and

Sail Shade World will not be liable for any loss or damage suffered by any person (including the purchaser of the product) in any way relating to or arising from the product or its use (including loss or damage arising from the negligence of, or contributed to by, Sail Shade World).

If liability for breach by Sail Shade World of a warranty or condition or any other liability imposed on Sail Shade World by legislation which cannot be excluded may be limited, Sail Shade World's liability is limited to the extent permitted by law, and if liability may be limited in any one of a number of ways, Sail Shade World's liability is limited in any one of the permitted ways chosen by Sail Shade World in its absolute discretion.

EXCLUSION: Lightweight shade cloth shade sails have a 5 year warranty period under same conditions. This is pro rated over 5 years.

NOTE: This is a machine translated document. If there are any variations from the English version the English version is correct