



RAINBOW SHADE

Products Pty Ltd
ABN 34071735138

Extreme 32 Shade Fabric Warranty Statement

1. Specification

All *Extreme 32 shade fabric* (“*Fabric*”) is manufactured from high density polyethylene raw materials. During the extrusion of yarns, colour concentrates and ultra-violet stabilisation additives, as recommended by Ciba Speciality Chemicals (Pty Ltd), are added to the raw materials, thus enhancing the life of the fabric against degradation from exposure to sunlight.

- 1.2. The UV-R and shade percentage specified on all products is measured to the Australian Standard 4174-1994 and will not vary by more than 5% above or below the stated percentage.

2. Performance

Despite using high quality light fastness and heat stable colour concentrates, there will, over a period of time be colour fading or colour deterioration.

Depending on location, UV intensity of the sun, moisture and cloud cover, some colours will be more prone to colour fading than others.

Fading is the process of a gradual loss of colour which starts immediately when the products are exposed to sunlight. The rate at which this takes place is dependant on the conditions as noted in point 2.2. above.

3. Warranty

- 3.1 This warranty is effective from **1st November 1999**. All fabric purchased before this date is subject to the original five (5) year warranty.

- 3.2 **First 5 years**

- 3.2.1 *Rainbow Shade Products* give a five (5) year warranty on *Extreme 32 shade fabric* against UV degradation. Should the fabric disintegrate, crack or break down as a result of degradation caused by the sun, *Rainbow Shade Products* will replace the affected fabric.

3.3 **Extended 5 year warranty**

3.3.1 *Rainbow Shade Products* give a further five (5) year warranty on a pro-rata basis against UV degradation. Should the fabric crack or break down as a result of degradation caused by the sun, *Rainbow Shade Products* will replace the affected fabric on a pro-rata basis based on their original selling price of the fabric.

3.3.2 The replacement percentage of 100 will be reduced by 20% for every twelve(12) months.

4. **Limitations and Exclusions**

4.1 This warranty does not cover, nor will *Rainbow Shade Products* be liable for any failure of, or damage to the fabric as a consequence of, but not limited to, the following:

4.1.1 Damage to the fabric caused by abrasion or mechanical means, including damage which may occur during the erection process or as a consequence of deficiencies in the method of erection; or

4.1.2 Damage to or failure of the fabric caused by contact with chemicals; or

4.1.3 colour fading.

4.2 *Rainbow Shade Products* liability is limited to the replacement of the affected fabric on the basis set out in 3. above. Under no circumstances will *Rainbow Shade Products* be liable for any consequential or indirect loss including damage to, equipment or other assets, nor for any costs incurred in replacing the affected fabric, including delivery and erection costs.

4.3 *Rainbow Shade Products* liability is limited to the replacement of the affected fabric on the basis set out in 3. above. Under no circumstances will *Rainbow Shade Products* be liable for products not manufactured by this company, such as sewing yarns etc.

4.4 Recommendations on the use of various shade fabrics and shade factors are given in good faith. However, no liability for crop failure / damage of any kind or damage to property, assets, crops or plants will be entertained by *Rainbow Shade Products*

5. **Conditions**

5.1 This Warranty is the only warranty given by *Rainbow Shade Products* and any warranty that may otherwise be implied in law is hereby excluded.

5.2 In order for a claim against this warranty to be considered, *Rainbow Shade Products* will require the following information:

- 5.2.1 Documentary proof of purchase.
- 5.2.2 Documentary proof of purchase price.
- 5.2.3 Access by *Rainbow Shade Products* staff to view the material on site.
- 5.2.4 Samples of damaged fabric must be returned to *Rainbow Shade Products* for inspection.
- 5.2.5 Replacement of fabric is at the discretion of *Rainbow Shade Products*.

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