

## Rainbow Shade Products Pty Ltd ACN 071 735 138

### Z16 Product Warranty Terms and Conditions

#### Specification

1. All Z16 shade fabric (**Fabric**) is manufactured from high density polyethylene raw materials. During extrusion of yarns, colour concentrates and ultraviolet stabilisation additives are added to the raw materials, thus enhancing the life of the Fabric against degradation from exposure to sunlight.
2. The Percentage UVR block and shade percentage specified for all Fabrics is measured to Australian Standard 4174 – 2018 and will not vary by more than 5% from the stated percentage.

#### Performance

3. Despite using high-quality light fastness and heat stable colour concentrates, there will, over a period of time, be colour fading<sup>1</sup> or colour deterioration of all Fabrics. Depending on location, ultraviolet intensity of the sun, moisture and cloud cover, some colours will be more prone to colour fading than others.

#### Rights under Warranty

4. The Warranty is in addition to (and does not exclude or modify in any way) any non-excludable statutory rights You might have (including under the Australian Consumer Law).

#### Warranty Term

5. The Warranty applies to Fabrics supplied on or after 1<sup>st</sup> October 2021.
6. The Warranty runs for the Warranty Term or as otherwise ceases pursuant to paragraphs 8 and/or 9, of these Terms and Conditions.

#### Warranty

7. Subject to paragraphs 8 and/or 9, Rainbow Shade warrants that the Fabric will be free from Defects occurring as a direct result of ultraviolet exposure for the Warranty Term.
8. The Warranty ceases, and will not thereafter apply, and Rainbow Shade will not be liable for any Defect, if the Fabric is:
  - (a) sold at auction;
  - (b) rented;
  - (c) used other than in the Oceana region.

<sup>1</sup> Colour fading is the process of a gradual loss of colour that starts immediately when Fabrics are exposed to sunlight. The rate at which this takes place is dependent on the conditions stated in paragraph 3.

9. The Warranty ceases, and will not thereafter apply, and Rainbow Shade will not be liable for any Defect, if:
  - a. the Fabric is repaired, maintained or interfered with (in any way) other than by Rainbow Shade or as authorised by Rainbow Shade;
  - b. any of the following has caused or contributed to the Defect or other damage to the Fabric:
    - (i) normal wear and tear (not occurring as a direct result of ultraviolet exposure);
    - (ii) accident;
    - (iii) misuse;
    - (iv) failure to properly clean the Fabric;
    - (v) failure to properly maintain and service the Fabric;
    - (vi) damage from insects or vermin;
    - (vii) damage from animals, birds or other wildlife;
    - (viii) storm damage or dangerous weather conditions;
    - (ix) incomplete or incorrect installation of the Fabric;
    - (x) use in a manner, or installation in a place, for which the Fabric is not designed;
    - (xi) abrasion or mechanical means, including damage that might have occurred during its installation or as a consequence of deficiencies in the method of installation;
    - (xii) exposure to chemicals or environmental pollutants;
    - (xiii) placement near, or exposure to, heaters or other artificial, reflective or amplified heat sources;
    - (xiv) use of non-manufacturer specified accessories.
10. This Warranty does not apply to colour fading.
11. This Warranty does not apply to any accessory used in the manufacturing of the shade cover.
12. This Warranty does not cover any Defects that have been specifically drawn to the Buyer's attention before purchase or where the Buyer has examined the Fabric before purchase and those Defects ought to have been revealed to the Buyer upon examination.

## **Claim**

13. If You wish to make a claim under the Warranty, You must contact Rainbow Shade in writing at our Address giving detailed written instructions as to the problem.
14. If Rainbow Shade requests You to deliver or send the Fabric (or a portion of the damaged Fabric) to us, You will do so and, if the Fabric has been installed in, on or as part of, other equipment, You will be responsible for removal of the Fabric and reinstallation of the Fabric or its replacement, as the case may be.
15. If Rainbow Shade requests, You must procure the relevant property owner to allow us access to the property at reasonable hours in order to allow us to view the Fabric on-site.

## **Rainbow Shade' Liability**

16. If Rainbow Shade is liable under the Warranty, we will, at our option and in our absolute discretion:
  - a. repair the Fabric; or
  - b. replace the Fabric (or supply a similar product if we are unable to replace the Fabric). The price payable by You under this paragraph 16(b) will be Rainbow Shade's current selling price for the Fabric (or a similar fabric if the same Fabric is not available) as at the date of the claim discounted to the extent of an amount equating to 10% of the Fabric's original price for each full year remaining of the Warranty Term; or
  - c. pay You the cost of replacing the Fabric (at Rainbow Shade's current selling price);
  - d. pay You the cost of having the Fabric repaired.
17. Under no circumstances will Rainbow Shade be liable for any consequential loss or damage.
18. If Rainbow Shade provides You with either a replacement Fabric or similar product under paragraph 16(b) or payment under paragraph 16(c) You immediately transfer ownership in the original Fabric to us.
19. If Rainbow Shade provides You with either a replacement Fabric or similar product under paragraph 16(b), we will not be liable for any delivery or installation costs.

## **Assignability**

20. Except to the extent imposed by law, the only persons entitled to the benefit of the Warranty is the buyer.
21. For the sake of clarity, the Warranty is for the benefit only of the Buyer and, except to the extent imposed by law, cannot be enforced by any other person.

## Not Covered

22. Subject to paragraph 4 if, after Rainbow Shade has inspected the Fabric, we are of the opinion that the Defect or alleged defect is not covered by the Warranty for whatever reason, You will be liable for any labour, parts or transport costs incurred by Rainbow Shade.
23. This Warranty applies to the Buyer or any party with lawful title to the Fabric.

## Definitions and Interpretation

24. In this Warranty, the following terms have the meaning assigned:

**Address:** Rainbow Shade's office address, email address or online message facility as stated at the relevant time on the following web address: <https://rainbowshade.com.au/contact/>;

**Buyer:** the person that buys the Fabric directly from Rainbow Shade;

**Defect:** disintegration, crack or other breakdown;

**Fabric:** the Z16 shade fabric sold or supplied to You;

**Rainbow Shade:** Rainbow Shade Products Pty Ltd ACN 071 735 138;

**Warranty:** the Warranty referred to in paragraphs 7 and 8;

**Warranty Term:** 10 years, commencing on the date of supply of the Fabric by Rainbow Shade to the original purchaser of the fabric.

**You and Your** are references to the Buyer.