



Comshade™

10 YEAR CONDITIONAL ULTRA VIOLET WARRANTY

This Warranty is provided specifically for the project nominated below and approved by Polyfab Australia Pty Ltd

Comshade® is a Extra Heavy Duty knitted shade cloth designed for large commercial architectural sails and commercial shade structures.

Warranty

Polyfab Australia Pty Ltd (Polyfab) warrants to the initial purchaser that the fabric will not suffer from abnormal deterioration (abnormal deterioration means deterioration exceeding 5% of the fabrics original tensile strength each concurrent year) from ultra violet exposure for a period of 10 years from the date of installation.

If proven the fabric has deteriorated more than the specified values during the 10 year Warranty term, Polyfab will, completely at their discretion, supply replacement material (same or of equivalent specification), or contribute to the cost of an alternative fabric on the following pro-rata basis :

1-5 years 100 % of original fabric purchase price
5-10 years 50 % of original fabric purchase price

Statutory Implied Terms and Limitation

This warranty is in addition to any non-excludable terms, conditions or warranties implied under the Trade Practices Act 1974 (Cth) or similar Commonwealth or State legislation ('Statutory Terms').

Polyfab's liability for breach of the Statutory Terms is limited to the maximum extent permitted by the Statutory Term or otherwise by law.

Save as expressly provided in this warranty and the Statutory Terms:

All implied conditions and warranties with respect to the goods and services supplied by Polyfab including without limitation warranties as to quality, fitness for purpose and sale by sample are excluded;

Polyfab shall not be liable for any direct, indirect or consequential loss or damage which arises out of the negligence or carelessness of Polyfab or any of its employees, servants, contractors, suppliers or agents, or which arises directly or indirectly from the use of any information, advice or recommendation of any Polyfab employee or from any alleged breach of duty in respect of any goods ore services supplied by Polyfab;



Polyfab shall not be liable for any advice given by its agents or employees in relation to the suitability for the purpose of goods supplied by Polyfab.

Claims Procedure

All claims must be in writing addressed to Polyfab Australia Pty Ltd, 63 Frankston Gardens Drive, Carrum Downs, Victoria 3201, and must be made within 14 days from the date upon which the defect became known.

Claims must be supported by a sample of the defective fabric together with proof of place and date of purchase of the fabric.

Exclusions and Product Disclaimers:

This warranty does not cover, and Polyfab is not liable for, deterioration of fabric occurring due to any of the following circumstances:

- Exposure to pollution, chemicals, solvents, halogens, cleaning agents or other substances that are harmful to the performance of the fabric.
- Faulty installation of the fabric or faulty design or manufacture of any structure to which the fabric is attached.
- Damage caused by mechanical wear and tear, abrasion or rubbing on frame work and cabling, as a result of excessive and continual wind flap or storm damage. The fabrics UV warranties do not pertain to such damage caused by storms, hailstorms, earthquakes, mechanical damage caused by birds or other animals, fire, lightening etc. Again this is not an exhaustive list and it is for reference only.
- During installation, The Polyfab Australia shadecloth should not be subject to “pre-stressed” loading in excess of 20%.
- Wind flap is the major cause of pre-mature breakdown in any quality outdoor fabric. It is therefore critical that the Comshade[®] be installed under tension and maintained in a tensioned condition. (refer Installation guidelines). Fabric that is allowed to flap can and will be abraded by structural poles and support wires, this is deemed to be mechanical breakdown and is not covered by the UV warranty.
- Comshade[®] should be supported by using appropriate strength poles and footings as determined by a professional structural engineer, and fabricated and installed by a qualified contractor in accordance with local building codes.
- Improper use of the fabric or use contrary to the specifications for the fabric.
- Technical testing information supplied by Polyfab Australia is sourced from third party testing authorities, and tolerances may vary by as much as 10%.
- Outdoor fabrics are subject to harsh conditions and degradation over time is to be expected. Comshade[®] is supported with a 10 year UV warranty. During this period the fabric will remain serviceable and fit for purpose. Colour fading is normal over time. Colours containing red and yellow pigments have a tendency to fade more



than others. This is not a loss of strength caused by UV breakdown and is not covered by the product warranty.

- Minor colour variation from fabric samples.
- Minor visual imperfection due to the manufacturing processes.
- The negligent act or omission of any person.
- Misuse, neglect or abuse of the fabric.
- The manufacturer reserves the right to alter or modify product specifications and colours without notice and assumes no obligation or liability for the suitability and use of its products other than those applications intended by the manufacturer.