



## UV PERFORMANCE WARRANTY FOR POLYTEX® & COMTEX®

**POLYTEX® and COMTEX® EXTRA HEAVY DUTY KNITTED SHADECLOTH** ("fabric") are premium fabrics designed for use in shade structures and shade sails.

### Warranty

Polyfab USA LLC ("Polyfab") warrants to the initial purchaser that the fabric will not suffer from abnormal deterioration from ultra violet exposure for a period of 10 years from the date of installation. The term abnormal deterioration means the fabric has mechanically failed during the actual application in the shading environment intended for such fabric. Such abnormal deterioration is defined by a measure of loss of tensile and tear strength (both in warp and weft direction) that is greater than 5% per annum; if such degradation of tensile strength has been caused by ultra violet radiation and the chemical processes that ultra violet radiation initiates in the plastics and the additives alone. The maximum working load of the fabric should not exceed 60% of the break strength in both warp and weft directions. This warranty does not include normal fading or wear and tear. Fading, by itself, is not an indication of loss of strength due to ultra violet radiation. If the fabric does suffer from abnormal deterioration during the 10-year warranty period, Polyfab will, at its option either replace the fabric or supply equivalent fabric, or pay the cost of replacing the fabric or of acquiring equivalent fabric.

POLYFAB UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE FABRIC EXCEPT AS OTHERWISE PROVIDED HEREIN. THERE IS NO IMPLIED WARRANTY THAT THE FABRIC SHALL BE MERCHANTABLE. POLYFAB ASSUMES NO RESPONSIBILITY THAT THE FABRIC WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE BUYING THE FABRIC, EXCEPT AS OTHERWISE PROVIDED HEREIN. THERE IS NO IMPLIED WARRANTY THAT THE FABRIC SHALL BE FIT FOR ANY PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT YOU ARE NOT RELYING ON POLYFAB'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE FABRIC SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE IS NO WARRANTY WHICH EXTENDS BEYOND THAT PROVIDED HEREIN.

### Exclusions

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, 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.

- Improper storing, handling, bracing, use of the fabric or use contrary to the specifications for the fabric.
- Color fading or variation due to ultraviolet exposure.
- Minor color 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.

### **Limitation of Liability**

Polyfab's obligations and liabilities are expressly and exclusively limited to those set forth herein. POLYFAB SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER COMMERCIAL LOSS, AND INCLUDING CLAIMS BASED ON NEGLIGENCE OR STRICT LIABILITY, EXCEPT AS OTHERWISE PROVIDED FOR HEREIN. NOTWITHSTANDING THE FOREGOING, ANY LIABILITY RELATED TO THE FABRIC SHALL BE LIMITED TO THE PURCHASE PRICE OF THE FABRIC.

### **Claims Procedure**

All claims must be made in writing, within 30 days from the date upon which the defect became known, to Polyfab USA LLC, 1601 N. Sepulveda Blvd. #392, Manhattan Beach, CA 90266. Claims must be supported by a sample of the defective fabric together with proof purchase, including the date and location of fabric purchase.

March 1, 2012

Date of substantial completion: \_\_\_\_\_

Project: \_\_\_\_\_

FSA Representative: \_\_\_\_\_