



**5-Year Limited Warranty**

Subject to all the terms and conditions contained herein and with specific reference to the percentage of Serge Ferrari Liability Chart contained herein, Tissage et Enduction Serge Ferrari S.A. (“Serge Ferrari”) hereby provides a five (5) year limited warranty for the Ferrari architectural fabrics Précontraint® 502 and 702 (specification sheets here enclosed).

- A) COMPLIANCE WITH SPECIFICATIONS – Serge Ferrari warrants that the products shall, at the time of delivery at Ferrari’s plant of manufacture, meet all technical specifications stated in the published Serge Ferrari data sheet.
- B) TENSILE STRENGTH – Serge Ferrari warrants that the products shall retain at least 70% of their tensile strength for a period of five (5) years following delivery of the products by our authorized distributors.
- C) FLAME RETARDANCY AND WATERPROOFING – Ferrari warrants that the products shall remain flame retardant and waterproof for a period of five (5) years following the delivery of the products by our authorized distributors.

Each of the above-described warranties is herein described collectively as the “LIMITED WARRANTY.”

**SERGE FERRARI’S OBLIGATIONS UNDER LIMITED WARRANTY:** Serge Ferrari 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 Serge Ferrari’s sole option, the products which may provide defective or otherwise fail to perform as stated above under normal use, maintenance and service, as determined by Serge Ferrari 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 of repair or replacement of a Defective Product.

**PERCENTAGE OF SERGE FERRARI LIABILITY**

<b>Defect Occurring in</b>	<b>Percentage of Cost Assumed by Serge Ferrari</b>
1 <sup>st</sup> Year	100%
2 <sup>nd</sup> Year	80%
3 <sup>rd</sup> Year	64%
4 <sup>th</sup> Year	51%
5 <sup>th</sup> Year	41%
6 <sup>th</sup> Year	0%

**WARRANTY EXCLUSIONS:** This Limited Warranty does not apply to any product or any part thereof that, in the sole judgment of Serge Ferrari, (1) has been subject to misuse, neglect, alteration or accident, such as accidental damage to the exterior finish, or which has been subject to excess wear and tear, friction, scratches or perforations which exceed normal use; (2) has been exposed to harmful chemicals, abused by machinery, equipment or any person, exposed to excessive pressures or sources, exposed to abnormal weather conditions, falling objects, explosions, fire, floods, riots, civil commotion, exterior forces, faulty or inadequate installation, acts of war, radiation, harmful fumes or foreign substances in the atmosphere; (3) has been damaged during handling by the customer or other user or consumer of the Products, or which has been subjected to high atmosphere pollution, aggressive detergents, and aggressive cleaning; or (4) has been used in architectural structures not in accordance with accepted engineering standards or repaired or altered by anyone other than Serge Ferrari in any way so as, in Serge Ferrari’s sole judgment, to affect the quality, efficiency or effectiveness of the Products. Serge Ferrari does not warrant any applied graphics.

Any claim made by a user of the Products under this Limited Warranty shall be made in writing by registered mail with acknowledgment of receipt to Serge Ferrari at the address listed below no later than thirty (30) days following the discovery of the alleged Defect. Failure to notify Serge Ferrari within thirty (30) days following the discovery of any Defect shall render this Limited Warranty null, void and of no legal effect with respect to that particular Defect. After notification of an alleged Defect, Serge Ferrari shall be entitled to inspect the Product in order to take appropriate steps for timely corrective measures. In the event Serge Ferrari representatives are denied the right to inspect the alleged Defect, this Limited Warranty shall be null, void and or no legal effect with respect to such Defect.

**LIMITATION OF WARRANTY: THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS AND IS IN LIEU OF AND SUPERSEDES ALL OTHER REPRESENTATIONS OR WARRANTIES WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED. FERRARI EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SOLE AND EXCLUSIVE REMEDIES OF ANY PERSON RELATING TO THE PRODUCTS, AND THE FULL LIABILITY OF FERRARI FOR ANY BREACH OF THIS WARRANTY, ARE THOSE PROVIDED IN THIS LIMITED WARRANTY. ANY USER OF THE PRODUCTS HEREBY AGREES AND ACKNOWLEDGES THAT NO OTHER WARRANTIES ARE OFFERED OR PROVIDED IN CONNECTION WITH OR FOR THE PRODUCTS OR ANY PART THEREOF.**

**EFFECTIVENESS OF WARRANTY:** This Limited Warranty shall become effective upon the customer purchasing, receiving and paying for a warranted product. Should a warranty issue or claim be filed, the customer is under the obligation to provide the actual production batch number of the product appearing on the rolls and on the packing list to enable tracking of the material.

**LIMITATION OF LIABILITY:** Serge Ferrari shall not be liable for any loss of profits or revenue, loss of use of equipment or facility, cost of capital or for any other special, indirect, incidental or consequential damages of any nature resulting from or in any manner relating to the Products covered hereby, their design, use, any inability to use the same or any delay in the delivery of the same. **THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECTIVE PRODUCTS SHALL BE THE REPAIR, CORRECTION OR REPLACEMENT THEREOF, PURSUANT TO THE FOREGOING PROVISIONS.**

Should the Products prove so defective, however, as to preclude the remedying of warranted defects by repair or replacement, the customer's sole and exclusive remedy shall be the refund of the purchase price of the fabric, or part thereof which is defective, upon its return to Serge Ferrari.

The terms and provisions of this Limited Warranty shall be governed by, construed under and enforced in accordance with, the laws of France, without regard to Uniform United Nations Conventions.

Any questions, inquiries or claims under this Limited Warranty shall be directed to:

Tissage et Enduction Serge Ferrari S.A.  
B.P. 54  
38352 La Tour Du Pin Cedex  
France

Date of Substantial completion: \_\_\_\_\_

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

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