

AUSTRAL SUN SHADES

WARRANTY

All Austral Sun Shades use POLYFX(tm) Extra Heavy Duty knitted shade cloth and have a 10 year Ultra Violet Warranty. Austral Sun Shades 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. (* abnormal deterioration means deterioration exceeding 5% of the fabrics original strength for each year over the 10 year warranty period).

If the fabric does suffer from abnormal deterioration during the 10 year warranty period, Austral 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.

Exclusions

This warranty does not cover, and Austral 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 use of the fabric or use contrary to the specifications for the fabric.
- Colour fading or variation due to ultraviolet exposure.
- 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.

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* (Commonwealth) or similar Commonwealth or State legislation ('Statutory Terms').

Austral Sun Shades' 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:

- a) all implied conditions and warranties with respect to the goods and services supplied by Austral including without limitation warranties as to quality, fitness for purpose and sale by sample are excluded;
- b) Austral shall not be liable for any direct, indirect or consequential loss or damage which arises out of the negligence or carelessness of Austral 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 of Austral's employee or from any alleged breach of duty in respect of any goods or services supplied by Austral;
- c) Austral 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 Austral.

Claims Procedure

1. All claims must be in writing and must be made within 30 days from the date upon which the defect became known.
2. Claims must be supported by a sample of the defective fabric together with proof of place and date of purchase of the item.