



## **Commercial® 95 WP Shadecloth**

Gale Pacific Limited

### Pro Rata Product Warranty and Limitation of Liability

Commercial 95 WP coated fabric is a high quality knitted shade fabric coated with a durable polyethylene film extruded onto the base fabric, supplied in bulk rolls and is designed for awnings and shade covers as a water deterrent specifically for commercial architectural applications. It is manufactured using high quality ingredients that have been selected for their resistance to ultra violet light degradation. The product is manufactured by Gale Pacific Limited ACN 082 263 778 (“**Gale Pacific**”), an ISO9002 accredited company.

#### **Warranty**

If, as a direct result of ultra-violet exposure, this product cracks, splits or tears due to a product defect within 10 years from the date on which the product is purchased from Gale Pacific or an authorised distributor or agent of Gale Pacific, Gale Pacific will, at its option, provide replacement of the fabric component of the product (but not any other component) free of charge if the failure is within 1 year of purchase or refund the cost of the material only on a **pro-rata** basis thereafter.

**Gale Pacific’s Obligations under limited WARRANTY:** Gale Pacific 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 Gale Pacific’s sole option, the products which may prove defective or otherwise fail to perform as stated above under normal use, maintenance and service, as determined by Gale Pacific 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 or repair or replacements of a Defective Product:

<b>Percentage of Gale Pacific liability</b>										
Failure occurs in year	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year	4 <sup>th</sup> year	5 <sup>th</sup> year	6 <sup>th</sup> year	7 <sup>th</sup> year	8 <sup>th</sup> year	9 <sup>th</sup> year	10 <sup>th</sup> year
% of cost assumed by Gale Pacific	100%	80%	64%	51%	41%	33%	26%	20%	14%	8%

This warranty is subject to the following conditions and limitations:

1. All claims under this warranty must be made in writing addressed to Gale Pacific Limited, PO Box 892, Braeside, Victoria, 3195, Australia or, if the product was purchased in North America, to Gale Pacific Inc, PO Box 162625, Altamonte Springs, Florida 32716 – 2625, USA or, if the product was purchased in the Middle East, to Gale Pacific FZE, PO Box 17696, Jebel Ali, Dubai, United Arab Emirates.

All claims must be accompanied by a sample of the fabric for laboratory testing and proof of place and date of purchase of the product.

2. Gale Pacific will not be liable for any claim made under this warranty in respect of any product in any of the following circumstances:

- If the defect is contributed to or caused by any improper use of the product or usage of the product for purposes other than that for which the product was designed or intended.
- If the defect occurs wholly or partly as a result of any act or omission of any person other than Gale Pacific.
- If the product has been subjected to misuse, neglect, accident or abuse.
- If the product is altered or modified in any way contrary to advice provided in writing by Gale Pacific.
- If the product is joined in a manner which subsequently causes the fabric to tear, split, crack or separate.



- If the product is subject to excessive abrasion against solid or permanent surfaces while under tension.
- If the product is erected, installed, or used in violation of, or in a manner that is inconsistent with, instructions or warnings furnished by Gale Pacific.

3. This warranty does not cover:

- Colour fading of the product (even if due to exposure of the product to ultra-violet rays) or a deterioration in the chemical composition of the fabric other than a deterioration in the chemical composition of the fabric that occurs as a direct result of a defect; or
- Any damage to the product caused or contributed to by exposing the product to chemicals (including chlorine, halogens and organic solvents), highly acidic substances (with a pH less than 4), placing the product near an open flame (including flames from a barbecue), tensioning the product beyond its tear and tensile capabilities or mechanical friction. (refer Product Profile)

**Note:** *Shade sails or structures that are greater than 1.8 metres above a swimming pool should not be adversely affected by normal chlorine levels in a swimming pool. Direct contact with chlorine and other halogens can lead to degradation of the UV stabilisers and may negate the warranty.*

4. This warranty is not transferable, and applies only to the initial purchaser of the installed product.

5. This warranty applies to the fabric only.

In addition to the above warranty and other State and Territory legislation may imply warranties or conditions or impose liability on Gale Pacific in relation to the product or its supply which cannot, or can only to a limited extent, be excluded, restricted or modified.

Except for those implied warranties or conditions and such liability, and for the warranty described above, all warranties and conditions (whether express or implied, statutory or otherwise) relating to the product or its supply are expressly excluded; and

Gale Pacific will not be liable for any loss or damage suffered by any person (including the purchaser of the product) in any way relating to or arising from the product or its use (including loss or damage arising from the negligence of, or contributed to by, Gale Pacific).

If liability for breach by Gale Pacific of a warranty or condition or any other liability imposed on Gale Pacific by legislation which cannot be excluded may be limited, Gale Pacific's liability is limited to the extent permitted by law, and if liability may be limited in any one of a number of ways, Gale Pacific's liability is limited in any one of the permitted ways chosen by Gale Pacific in its absolute discretion.