

COMMERCIAL NinetyFive 340 Knitted Shadecloth

GALE Pacific Limited Product Warranty and Limitation of Liability

Commercial NinetyFive 340 is a high-quality knitted shade fabric designed for tension structures, awnings and shade covers (**Product**). The Product is manufactured using high quality ingredients that have been selected for their resistance to ultra violet light degradation. The Product is manufactured in China by Gale Pacific Limited ACN 082 263 778 (Gale Pacific), an ISO9001:2015 accredited company.

Warranty

If, as a direct result of ultra-violet exposure, the Product cracks, splits or tears (“**defect**”) within 15 years after the date on which the Product was validly purchased from Gale Pacific or an authorised distributor or agent of Gale Pacific, Gale Pacific will, at its option, replace the fabric component of the Product (but not any other component) free of charge or refund the cost of such replacement. 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, 5311 77 Center Drive, Suite 150, Charlotte, NC 28217 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 Product 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 unless such modification has been approved in writing by Gale Pacific.
 - 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:
 - Color fading of the Product (even if due to exposure of the Product to ultra-violet rays);
 Note: Fabrics containing Bright Green, Cherry Red, Orange, Royal Purple and Yellow yarn will be more susceptible to fading than other colors.
 - 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;
 - 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;
 - Damage caused by natural disaster including storms, hailstorm, earthquake, fire, lightening, vandalism, misuse or damage caused by animals; or

Damage that results from accident or normal wear and tear. 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 will negate the warranty.

1. This warranty is non-transferable and applies only to the initial purchaser of the installed Product.
2. This warranty applies to the fabric component only.
3. The Product comes with guarantees that cannot be excluded under Australian Consumer Law. Gale Pacific will be liable to replace or refund the Product for a major failure and for compensation for any other reasonably foreseeable loss or damage. In addition to the above warranty, the Competition and Consumer Act 2010 (Cth) and other state and territory legislation may imply guarantees, 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 guarantees, warranties or conditions and such liability, and for the guarantee described above:
 - All guarantees, 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 guarantee, 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.