

**OBJECT: PRECONTRAIINT 902 S2- BACK PVDF/ 15 YEAR LIMITED WARRANTY**

This is to confirm that our Fifteen year limited warranty, as stated here under, for PRECONTRAIINT 902 S2 . Back PVDF. The tensile membrane will be permanent and not taken down during the warranty period. Any disassembly will void the warranty.

Subject to all the terms and conditions contained herein and with specific reference to the percentage of Ferrari Liability chart contained herein, Tissage et Enduction Serge FERRARI S.A. hereby provides a Fifteen (15) year limited warranty for the Serge Ferrari architectural fabrics : PRECONTRAIINT 902 S2 . Back PVDF.

**A) COMPLIANCE WITH SPECIFICATIONS**

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 Ferrari data sheet.

**B) TENSILE STRENGTH**

Ferrari warrants that the products shall retain at least 60% of their tensile strength for a period of Fifteen (15) years following the delivery of the products from the Ferrari plant of manufacture and providing that the membrane has been designed and installed with an initial safety coefficient of minimum four (4). It is also under the responsibility of the customer to respect the Ferrari membrane Handling and Maintenance Recommendations which are the conditions to achieve the here above residual tensile strength. Proof of maintenance must be recorded and will be made available if required at any time.

Tensile strength measurements will be performed in plain fabric panels, which exclude areas where the membranes could have been cut or damaged during installation phases or areas where the fabric has not been under permanent tension (wind flappingõ ).

**C) FLAME RETARDENCY AND WATERPROOFING**

Ferrari warrants that the products shall remain flame retardant and waterproof for a period of Fifteen (15 years) following the delivery of the products from the Ferrari plant of manufacture.

Each of the above described warranties are herein described collectively as the "Limited Warranty".



**SERGE FERRARI INDIA PVT LTD**

DLF South Court, Plot No A-1, Office No . 306, Saket District Centre, Saket, New Delhi . 110017

T + 91 (011) 4800 9400 F +91 (011) 4800 9401

CIN :U74999DL2016FTC289971

[www.sergeferrari.com](http://www.sergeferrari.com)



**FERRARI's OBLIGATIONS UNDER LIMITED WARRANTY:** 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 Ferrari'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 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 replacements of a Defective Products:

### Percentage of SERGE Ferrari Liability

Defect Occurring In	Percentage of Cost Assumed by Ferrari
---------------------	---------------------------------------

1 <sup>st</sup> Year	100%
2 <sup>nd</sup> Year	100%
3 <sup>rd</sup> Year	100%
4 <sup>th</sup> Year	80%
5 <sup>th</sup> Year	64%
6 <sup>th</sup> Year	51%
7 <sup>th</sup> Year	41%
8 <sup>th</sup> Year	33%
9 <sup>th</sup> Year	26%
10 <sup>th</sup> Year	20%
11 <sup>th</sup> Year	14%
12 <sup>th</sup> Year	10%
13 <sup>th</sup> Year	8%
14 <sup>th</sup> Year	5%
15 <sup>th</sup> Year	3%

### WARRANTY EXCLUSIONS:

This limited Warranty does not apply to any product or any part thereof that, in the sole judgment of Ferrari, (i) 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; (ii) 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, act of war, radiation, harmful fumes or foreign substances in



**SERGE FERRARI INDIA PVT LTD**

DLF South Court, Plot No A-1, Office No . 306, Saket District Centre, Saket, New Delhi . 110017

T + 91 (011) 4800 9400 F +91 (011) 4800 9401

CIN :U74999DL2016FTC289971

[www.sergeferrari.com](http://www.sergeferrari.com)



the atmosphere; (iii) 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 (iv) has been used in architectural structures not in accordance with accepted engineering standards or repaired or altered by anyone other than Ferrari in any way so as, in Ferrari's sole judgment, to affect the quality, efficiency or effectiveness of the Products.

Any claim made by a user of the Products under this Limited Warranty shall be made in writing by registered mail with acknowledgement of receipt to Ferrari at the address listed below no later than (30) days following the discovery of the alleged Defect. Failure to notify 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, Ferrari shall be entitled to inspect the Product in order to take appropriate steps for timely corrective measures. In the event Ferrari representatives are denied the right to inspect the alleged Defect, this Limited Warranty shall be null, void and of 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, EXPRESS 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**

The customer must complete, sign and deliver to Ferrari at the address listed below, the attached warranty application form which shall identify the application and use for which the Products are to be employed and any material or relevant conditions or circumstances to which the Products shall be exposed. A warranty application form shall be returned to Ferrari for each product to be covered under this limited Warranty. This limited Warranty shall become effective only upon Ferrari signing and returning to the customer the text of the Fifteen (15) year limited Warranty with reference to the project identified by the customer.

**LIMITATION OF LIABILITY:** 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,



**SERGE FERRARI INDIA PVT LTD**

DLF South Court, Plot No A-1, Office No . 306, Saket District Centre, Saket, New Delhi . 110017

T + 91 (011) 4800 9400 F +91 (011) 4800 9401

CIN :U74999DL2016FTC289971

[www.sergeferrari.com](http://www.sergeferrari.com)



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 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



**SERGE FERRARI INDIA PVT LTD**

DLF South Court, Plot No A-1, Office No . 306, Saket District Centre, Saket, New Delhi . 110017

T + 91 (011) 4800 9400 F +91 (011) 4800 9401

CIN :U74999DL2016FTC289971

[www.sergeferrari.com](http://www.sergeferrari.com)