

Workmanship Warranty.

Custom Made Shade Sails (Supply Only)

18.05.22

Shade Systems NZ Ltd ("The Supplier") warrants the integrity of the workmanship of your shade sail ("the product") and will remedy any defects arising from workmanship or materials used in the manufacture of the product on the basis of the conditions set out in the conditions of warranty below.

- 1.** This workmanship warranty is effective as per the warranty specified for the particular fabric used in the manufacture of the completed shade product. See separate fabric warranty
- 2.** This warranty is void if the product has been subject to mistreatment, alteration or vandalism, if the product has been used for a purpose other than it has been designed for, or the product has been damaged by extreme weather conditions or an act of God. Any damage caused by improper installation (including, but not limited to poor design, engineering, permitting, support construction, faulty materials, over or under tensioning the shade sail etc) is specifically excluded from any warranty claim.
- 3.** This warranty is void if the product has not been properly cared for or maintained. See care instructions for the specific fabric used in the product.
- 4.** This warranty does not cover colour fading due to exposure to ultra-violet rays, damage to the shade sail due to exposure to chemicals or placement near open flame.
- 5.** Please note that with many shade products, joins or seams are necessary due to available fabric widths. There can also be slight colour variations through the fabric rolls due to the knitting or coating process. Our manufacturers are trained to minimise seams and avoid major colour variations; however some seams and colour variations are inevitable and will be visible. This is quite normal, should be expected and is not covered by this warranty.
- 6.** The warranty excludes alterations or repairs if incorrect measurements were supplied to Shade Systems NZ Ltd
- 7.** We do take extra care to package all shade products, however the warranty does not cover any product damage during transit with a freight company. This is the freight companies responsibility should any damage occur, please check the product upon arrival.
- 8.** Once installed correctly, it is the Customers responsibility to check the tension of the shade sail or organise for it to be checked by a professional. It is normal for a shade sail to require re-tensioning annually. This warranty does not cover any gradual sagging.
- 9.** The Supplier's maximum liability to you under this warranty is limited to an amount not exceeding the invoiced value of the work. Some fabric manufacturers warranties have a reducing pro rata warranty and that will apply to the workmanship. The Supplier shall not be liable to you for any indirect or consequential loss or damage of any kind out of any warranty claim.
- 10.** If you discover a defect in the shade sail during the warranty period and wish to obtain a replacement or repair, please contact the Installer and provide photographic evidence of the defect within 90 days along with a written description of the claimed defect. Shade Systems shall determine if the warranty applies, and shall then, at their discretion, either repair or replace the product.