

POLYTEX[®] and COMTEX[®] EXTRA HEAVY DUTY KNITTED SHADECLOTH (“fabric”) are premium fabrics designed for use in shade structures and shade sails.

Limited Warranty

Polyfab USA LLC (“Polyfab”) warrants to the initial purchaser of the fabric that the fabric will not suffer from abnormal deterioration from ultra violet exposure for a period of 10 years from the date of installation. The term abnormal deterioration means (i) deterioration exceeding 5% of the fabric’s original tensile and tear strength (both in warp and weft direction) caused by ultra violet radiation and the chemical processes that ultra violet radiation initiates in the plastics and the additives alone for each year over the 10-year warranty period, and does not include normal wear and tear, or (ii) the fabric has mechanically failed during the actual application in the shading environment intended for such fabric. The maximum working load of the fabric should not exceed 60% of the break strength in both warp and weft directions. If the fabric does suffer from abnormal deterioration during the 10-year warranty period, Polyfab will, at its option, either replace the fabric or supply equivalent fabric, or pay to the initial purchaser the cost of replacing the fabric or of acquiring equivalent fabric on the following pro-rata basis:

1-5 years 100% of the original fabric purchase price

5-7 years 50% of the original fabric purchase price

7-10 years 25% of the original fabric purchase price

POLYFAB UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE FABRIC EXCEPT AS OTHERWISE PROVIDED HEREIN. THERE IS NO IMPLIED WARRANTY THAT THE FABRIC SHALL BE MERCHANTABLE. POLYFAB ASSUMES NO RESPONSIBILITY THAT THE FABRIC WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE BUYING THE FABRIC, EXCEPT AS OTHERWISE PROVIDED HEREIN. THERE IS NO IMPLIED WARRANTY THAT THE FABRIC SHALL BE FIT FOR ANY PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT YOU ARE NOT RELYING ON POLYFAB’S SKILL OR JUDGMENT TO SELECT OR FURNISH THE FABRIC SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE IS NO WARRANTY WHICH EXTENDS BEYOND THAT PROVIDED HEREIN.

Exclusions and Product Disclaimers

This limited warranty does not cover, and Polyfab is not liable for, abnormal 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 storing, handling, bracing, use of the fabric or use contrary to the specifications for the fabric.
- Color fading. Color fading is normal over time. Fabric colors containing red or yellow pigments have a tendency to fade more than others. Color Fading is not abnormal deterioration or a loss of strength/breakdown and is not covered by this warranty.
- Minor color 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.
- During installation, the fabric should not be subject to “pre-stressed” loading in excess of 20%.
- Wind flap and storm damages are major causes of abnormal deterioration and premature breakdown in any quality outdoor fabric. It is therefore critical that the fabric be installed firm and tight and maintained in a firm condition. Fabric that is allowed to flap and cause rubbing and abrasion as a result of excessive and continual wind flap or storm damage on structural poles and support wires is mechanical breakdown and not covered by this warranty.
- The fabric should be supported by using appropriate strength poles and footings as determined by a professional structural engineer, and fabricated and installed by a qualified contractor in accordance with local building codes.
- Technical testing information supplied by Polyfab is sourced from third-party testing authorities, and tolerances may vary by as much as 10%.

Limitation of Liability

Polyfab’s obligations and liabilities are expressly and exclusively limited to those set forth herein. EXCEPT AS OTHERWISE PROVIDED FOR HEREIN, POLYFAB SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOSS OF PROFITS OR OTHER COMMERCIAL LOSSES, INCLUDING CLAIMS BASED ON NEGLIGENCE OR STRICT LIABILITY. IN THE EVENT POLYFAB IS FOUND TO BE LIABLE FOR ANY DAMAGE OR LOSS RELATED TO THE FABRIC, SUCH LIABILITY SHALL BE LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE FABRIC.

Claims Procedure

All claims under this limited warranty must be made in writing, within 30 days from the date upon which the defect became known to the initial purchaser, to Polyfab USA LLC, 1601 N. Sepulveda Blvd. #392, Manhattan Beach, CA 90266. Claims must be supported by a sample of the defective fabric together with proof of purchase, including the date and location of fabric purchase, and photos of the finished installation.