

Manufactured according to the Serge FERRARI Précontraint Technology and benefiting from the ISO 9002 Quality Assurance system, SOLTIS sun protection membranes come with a limited 10 year warranty. This document details the terms, conditions and modalities for the implementation of the warranty provided by Serge FERRARI for the products, provided always that the object of the warranty is specific to each product and appears in the relevant Technical Data Sheet.

### 1) Limited Warranties

Serge FERRARI warrants that the product shall, at the time of delivery at FERRARI's plant of manufacture, meet all technical specifications stated in the published FERRARI data sheets. Serge FERRARI warrants the sustainability & functionality of SOLTIS membranes during normal atmospheric conditions. Serge FERRARI further warrants that the SOLTIS membranes will not become non-functional due to loss of dimensional stability from exposure to sunlight or other normal atmospheric conditions.

### 2) Exclusions

This Limited Warranty does NOT cover:

- Mechanical or aesthetic changes that do not impact the functionality of the membrane;
- Any defect or damage resulting from transportation, storage and handling conditions;
- Any defect or damage resulting from improper assembly and/or use in inappropriate conditions, including under the action of strong winds, storms or other abnormal or excessive atmospheric conditions;
- Gradual fading and/or discoloration from atmospheric pollution, mold or other debris;
- Any defect or damage caused by exposure to chemicals or abrasives arising from unsuitable cleaning, inappropriate use or weathering phenomenon, or other misuse of the product; and
- Labor costs, including costs resulting from the disassembling, reassembling and transportation operations.

### 3) Limited Warranty application conditions

This limited warranty takes effect on the day of delivery of the SOLTIS membrane from our warehouse. If Serge FERRARI determines that the membrane failed because of a covered defect, Serge FERRARI will, at its sole discretion, replace the membrane or provide a refund at the following rates pursuant to the following schedule:

Within 1 year → 100% of the material price

From year 2 to year 10 → 10% less than material price per year of material, from date of purchase to date of warranty claim

### 4) Making a warranty claim

The right to warranty only applies if the covered defect is reported by registered letter with acknowledgement of the receipt to Serge FERRARI Customer Service, 504 Hillsboro Technology Drive, Deerfield Beach, FL 33441 within a maximum time period of 30 calendar days of the defect's occurrence. Warranty coverage only applies to products for which Serge FERRARI has received full payment.

### 5) Limitation of Liability

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY, SERGE FERRARI MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE AS TO FITNESS FOR ANY PURPOSE, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE, OR ANY OTHER ASPECT OF THE PRODUCT OR ITS MATERIAL OR WORKMANSHIP. ALL IMPLIED WARRANTIES WHICH MAY EXIST, NOTWITHSTANDING THIS DISCLAIMER, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER GUARANTEES, WARRANTIES, REPRESENTATIONS, CONDITIONS, OBLIGATIONS, OR LIABILITIES, EXPRESS OR IMPLIED.

SERGE FERRARI SHALL NOT BE LIABLE, EITHER IN CONTRACT OR TORT, FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY LOSS, DAMAGE, OR INJURY TO PERSONS, INCLUDING DEATH, PROPERTY, OR THINGS, OR FOR DAMAGES OF ANY KIND OR NATURE INCLUDING BUSINESS INTERRUPTION, INCONVENIENCE OR LOSS OF ANTICIPATED PROFITS OR SAVINGS OCCASIONED BY OR ARISING OUT OF THE USE, MISUSE, NONUSE, REPAIR, REPLACEMENT OR DELAY IN DELIVERY OF THE PRODUCT. SERGE FERRARI SHALL NOT BE LIABLE FOR THE COST OF ANY WORK DONE BY PURCHASER OR OTHERS TO THE PRODUCT.

This Limited Warranty gives specific legal rights. Some jurisdictions do not allow the exclusion or limitation of implied warranties or incidental or consequential damages. In such jurisdictions, the limitations or exclusions do not apply to the purchaser. The purchaser may also have other rights that may vary by jurisdiction.

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Date of Validity : October 2021

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 **Serge Ferrari SAS**

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