

# FERRARI



## 8 YEAR GUARANTEE Precontraint 502, Precontraint 542

FOR USES EXCLUSIVELY TO THE AWNING MARKET FOR PRECONTRAIINT COLOR DESIGN TEXTILES  
FOR STATIC AND PERMANENT FIXED FRAME AWNING and CANOPY ONLY  
-Applications in normal usage conditions

### I.) *Guarantees:*

This guarantee includes:

- **Tensile strength with a maximum loss of not more than 30% according to the characteristics announced on the technical note.**
- **Permanent flame retardancy**
- **Total waterproofness**
- **Maintenance of the flexibility: under normal conditions of exposure to bad weather and normal conditions of handling, we guarantee against the loss of weight by deplastification of not more than 10%.**
- **Any important change of color in the mass, within a made-up surface. This change must be uniform through the whole fabric width as a component of a made-up panel.**

### II ) *Exclusion*

- Defects due to the design, the making-up and the use and handling of made-up covers or structures, especially accelerated weathering due to water retention in the roof cover.
- Accidents occurring during the handling (wear and tear, friction, scratches, perforations).
- Degradation due to aggressive cleaning resulting from either the cleaning process itself or the use of aggressive detergents, abrasives or solvents.
- External chemical attacks: high atmospheric pollution, aggressive detergents or detergent migration.
- Formation of localized spots which do not generate a large and uniform change of color through the whole panel width. Abnormal or excessive discoloration from atmospheric pollution or other debris.

### III ) *Conditions of Guarantee Application*

- Declaration by registered letter with acknowledgement of receipt within 30 days maximum after defect appearance.
- Date of beginning of the guarantee: delivery date of the fabric to the fabricator
- Guarantee application:
  - o According to the guarantees stated in paragraph I and under the restriction conditions stated in paragraph II, we only cover: the replacement cost of the fabric.
- Graduation:

1 <sup>st</sup> year:	reimbursement of 100% of the above mentioned charges
2 <sup>nd</sup> year:	reimbursement of 80% of the above mentioned charges
3 <sup>rd</sup> year:	reimbursement of 64% of the above mentioned charges
4 <sup>th</sup> year:	reimbursement of 51% of the above mentioned charges
5 <sup>th</sup> year:	reimbursement of 41% of the above mentioned charges
6 <sup>th</sup> year:	reimbursement of 33% of the above mentioned charges

7<sup>th</sup> year: reimbursement of 26% of the above mentioned charges  
8<sup>th</sup> year: reimbursement of 20% of the above mentioned charges

January 2003

Ferrari Textiles Corporation  
**EIGHT YEAR LIMITED WARRANTY**  
STATIC and FIXED FRAME PERMANENT AWNING and CANOPY ONLY

Subject to all the terms and conditions contained herein and with specific reference to the percentage of Ferrari Liability chart contained herein, Ferrari Textiles Corporation, through Tissage et Enduction Serge FERRARI S.A. ("Ferrari") hereby provides a eight (8) year limited warranty for the Ferrari architectural fabrics in Static and Fixed Frame Permanent Awnings and Canopy only: **PRECONTRAI NT 502 and PRECONTRAI NT 542** (specification sheets here enclosed).

***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 70% of their tensile strength for a period of eight (8) years following delivery of the Products from FERRARI TEXTILE CORPORATION or their authorized distributor and providing that the membrane has been designed and installed with an initial safety coefficient of minimum four (4). The proof of maintenance will need to be recorded and made available upon request 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 flapping...).

***C) FLAME RETARDENCY AND WATERPROOFING***

Ferrari warrants that the products shall remain flame retardant and waterproof for a period of eight (8) years following the delivery of the Products from FERRARI TEXTILE CORP and/or The Astrup Co.

***D) COLOR LIGHT FASTNESS***

While all color pigments do fade eventually, Ferrari warrants that when fabricated, installed and maintained according to instructions and when placed in normal atmospheric conditions, it will not fade excessively or undergo excessive color degradation to the extent that the awning becomes ineffective for its intended purpose when viewed at a normal distance.

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

***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 Ferrari Liability**

<i>Defect Occuring In</i>	<i>Percentage of Cost Assumed by Ferrari</i>
<i>1<sup>st</sup> Year</i> -----	<i>100%</i>
<i>2<sup>nd</sup> Year</i> -----	<i>80%</i>
<i>3<sup>rd</sup> Year</i> -----	<i>64%</i>
<i>4<sup>th</sup> Year</i> -----	<i>51%</i>
<i>5<sup>th</sup> Year</i> -----	<i>41%</i>
<i>6<sup>th</sup> Year</i> -----	<i>33%</i>
<i>7<sup>th</sup> Year</i> -----	<i>26%</i>
<i>8<sup>th</sup> Year</i> -----	<i>20%</i>

**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 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. OTHER THAN AS 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***

This limited Warranty shall become effective upon the customer purchasing, receiving and paying for a warranted product. Should a warranty issue or claim be filed, the customer is under the obligation to provide the actual production batch number of the product appearing on the rolls and on the packing list to enable tracking of the material.

***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, 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 :

Ferrari Textiles Corporation  
1500 SW 5th Court, Suite A  
Pompano Beach, FL 33069  
(954) 942-3600

or

Tissage et Enduction Serge FERRARI S.A.  
B.P. 54  
38352 La Tour du Pin Cedex  
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