



Tenara®

Architecture Fabrics

STANDARD WARRANTY

Sefar AG warrants its SEFAR® Architecture TENARA® Fabric at time of delivery to be free from material defects which would affect functional performance, and will not be damaged by exposure to sunlight, normal weather conditions or water which would affect functional performance for a period of fifteen (15) years from date of delivery.

Sefar's obligation under this warranty is limited to the purchase price of the original material shipment. Furthermore, it is Sefar's option to provide: an allowance for credit, repair, or replacement of the material which may prove to be defective within the warranty period stated. In the event Sefar is unable to repair or replace the material or to provide an allowance for credit that could be used by the user, Sefar will provide a refund of the original purchase price of the damaged material. The total value of the warranty is limited to the original material invoice amount for the application.

Warranty Exclusions:

This warranty shall be null and void and does not apply to any product or part thereof that, in Sefar's sole judgment has been subject to misuse, neglect, alteration or accident, abused by machinery, equipment or any persons, been exposed to excessive pressures, acts of God, falling objects, explosions, fire, riots, civil commotion, external forces, faulty or inadequate installation, abrasion, structural shrinkage or distortion of supporting structure, acts of war, radiation, foreign substances in the atmosphere, floods; further, where its use in architectural structures is not in accordance with accepted or recommended design, engineering and manufacturing standards, fabricated with unacceptable practices, or repaired or altered by anyone other than a fabricator schooled in the practices of fabricating SEFAR® Architecture TENARA® Fabric, so as, in Sefar's sole judgment, to affect the quality, efficiency or effectiveness of the product. Furthermore, this warranty shall be null and void and does not apply to any product or part thereof that in Sefar's sole judgment has been fabricated or installed improperly or maintained in a manner not recommended by Sefar, including the use of non-recommended solvent-based cleaning agents, including but not limited to those containing MEK toluene, THF, MIBK butyl acetate, ethyl acetate, acetone. Light transmission color fastness (fading), and micro-organism growth due to poor air circulation are not warranted, unless specifically outlined in a separate provisional warranty.

Claims:

Any claim made under this warranty shall be made in writing by registered mail to the address listed below no later than thirty (30) days following the discovery of the alleged defect. Failure to notify Sefar within the thirty (30) day period following the discovery of any defect shall render this warranty null and void. Sefar shall be entitled to inspect the product in order to take timely and appropriate action. In the event Sefar representatives (or those acting as agents for Sefar for the purpose of providing a material assessment and evaluation) are denied access to inspection of material for alleged defect, this warranty shall be null and void.

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Limitation of Warranty and Liability:

THIS WARRANTY IS THE WARRANTY WITH RESPECT TO THE PRODUCTS, AND SUPERCEDES ALL OTHER REPRESENTATIONS OR WARRANTIES, UNLESS SUBSEQUENT WARRANTIES ARE EXPRESSLY WRITTEN AND AGREED TO BY SEFAR. SEFAR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SEFAR SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT OR FACILITIES, 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 AND THE LIMIT OF LIABILITY WITH RESPECT TO ANY DEFECTIVE PRODUCTS SHALL BE THE REPAIR, CORRECTION AND/OR REPLACEMENT THEREOF, PURSUANT TO THE FOREGOING PROVISIONS.

Effectiveness of Warranty and Warranty Registration:

This warranty shall become effective only upon receipt of full payment for fabric. The warranty start date is determined by the receipt date of the product shipment from Sefar.

This warranty shall run to the ultimate owner of the product from Sefar, and in the event of a claim, may be assigned to a Fabricator or other contractor, selected by the owner that is schooled in the practices of fabricating structures with SEFAR® Architecture TENARA® Fabric. Owners may transfer this warranty to subsequent owners by providing written notice to Sefar within 30 days after the date of transfer of ownership. The notification should include the location of the product installation, the name and mailing address of the new owners and the date of transfer. The notice should be sent to the address listed below.

Any questions, inquiries or claims under this Warranty shall be directed to:

Sefar AG

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Hinterbissastrasse 12
9410 Heiden, Switzerland
Phone 0041 (0)71 898 51 04
Fax 0041 (0)71 898 58 71

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