



## **SHADE SAIL PRODUCT WARRANTY AND LIMITATION OF LIABILITY**

If as a direct result of ultraviolet exposure, this product cracks, splits or tears (“defect”) within the specified number of years specific to each product below after the date on which the product is purchased from GALE Pacific Limited ACN 082263 778 (“GALE Pacific”) or an authorized distributor or agent of GALE Pacific, GALE Pacific will at its option, replace the product (but not any other component) free of charge or refund the cost of such replacement.

### **Shade Sail Warranty Periods:**

Party Shade Sails – 1 Year

Ready to Hang Shade Sails – 3 Years

Coolhaven Shade Sails – 7 Years

Premium Shade Sail Kits – 15 Years

This warranty is subject to the following conditions and limitations.

All claims under this warranty must be made in writing addressed to:

GALE Pacific Inc.  
285 West Central Parkway  
Ste. 1704  
Altamonte Springs, Florida 32714, USA.

All claims must be accompanied by a sample of the fabric for laboratory testing and proof of place and date of purchase of the product.

GALE Pacific will not be liable for any claim made under this warranty in respect of any product in any of the following circumstances:

- If the defect is contributed to or caused by any improper use of the product or usage of the product for purposes other than that for which the product was designed or intended.
- If the defect occurs wholly or partly as a result of any act or omission of any person other than GALE Pacific.
- If the product has been subjected to misuse, neglect, accident or abuse.
- If the product is altered or modified in any way unless such modification has been approved in writing by GALE Pacific.
- If the product is erected, installed or used in violation of, or
- in a manner that is inconsistent with instructions or warnings furnished by GALE Pacific.
- If domestic knitted shade cloth is used for any purpose other than domestic applications.

This warranty does not cover:

- Color fading of the product (even if due to exposure of the product to ultraviolet rays) or a deterioration in the chemical composition of the fabric due to exposure to ultraviolet rays; or
- Any damage to the product caused or contributed to by exposing the product to chemicals (including chlorine) placing the product near an open flame (including flames from a barbecue), tensioning the product beyond its tear and tensile capabilities or mechanical friction.

In addition to the above warranty, the Trade Practices Act 1974 (Cth) and other state and territory legislation may imply warranties or conditions or impose liability on GALE Pacific in relation to the product or its supply which cannot, or can only to a limited extent, be excluded, restricted or modified. Except for those implied warranties or conditions and such liability and for the warranty described above:

All warranties and conditions (whether express or implied statutory or otherwise) relating to the product or its supply are expressly excluded and GALE Pacific will not be liable for any loss or damage suffered by any person (including the purchaser of the product) in any way relating to or arising from the product or its use (including loss or damage arising from the negligence of, or contributed to by, GALE Pacific).

If liability for breach by GALE Pacific of a warranty or condition or any other liability imposed on GALE Pacific by legislation which cannot be excluded may be limited, GALE Pacific's liability is limited to the extent permitted by law and if liability may be limited in any one of a number of ways, GALE Pacific's liability is limited in any one of the permitted ways chosen by GALE Pacific in its absolute discretion.