

WARRANTY FOR LDM, S.A. De C.V.

Valid for: all solution-dyed acrylic qualities sold by Sattler SUN-TEX GmbH

Validity: ten years from date of invoice

Valid from: 01.10.2020

Warranty:

- Sattler SUN-TEX guarantees that the products meet the technical specifications detailed in the data sheets
- Sattler SUN-TEX guarantees the color fastness, UV resistance, weather fastness, and degradation resistance of the Sattler awning qualities mentioned in this document.
- The Products will maintain at least 70 % of their initial resistances (max. tensile strength) during the first 5 years from date of sale and invoice, and 50 % of their initial resistance (max. tensile strength) during years 6 to 10 from date of sale and invoice.
- During the warranty period, the Products will not experience any loss of flexibility under normal conditions of exposure, general wear and tear excepted.

During the warranty period, Sattler SUN-TEX will replace or repair any defective item of the Products or part or component of the Products, once it has been verified that the defect has been reasonably determined and identified as a warranty defect.

Any claim under this dealer warranty must be made and reported to Sattler SUN-TEX within 15 days of the detection of the defect. Otherwise this dealer warranty of 10 years is rendered null and void.

Sattler SUN-TEX must be given the opportunity to verify and determine on site the extent of the defect and the damage caused prior to repairing any alleged damage or replacing any defective Products. This shall include the possibility to take samples of the Products for further analysis. All costs of diagnosis of a dealer warranty defect are the responsibility of Sattler SUN-TEX. Any costs of diagnosis of a non-warranty defect are the sole responsibility of the customer.

In the event the Products are deemed to be defective or fail to otherwise perform as stated in this warranty under normal use, maintenance and service, Sattler SUN-TEX GmbH agrees to replace the Products only (labor, manufacturing, and installation costs are not covered) at Sattler SUN-TEX's sole option as follows but not to exceed the original sales price to the original purchaser of the Products:

- Within the 1st through the 8th year of purchase and invoicing: 100% of the above-mentioned costs;
- Within the 9th year of purchasing and invoicing: 70% of the above-mentioned costs;
- Within the 10th year of purchasing and invoicing: 55% of the above-mentioned costs;

The customer will be responsible for the remaining portion of any such costs of repair or replacements of a defective product as stated above.

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Sattler SUN-TEX GmbH
Sattlerstraße 45, 8077 Gössendorf, Austria

Sitz Gössendorf, FN 425919 b Landesgericht Graz
UID-Nr.: ATU69257038

Registrier-Nummer:
4048/5
Fax +43 316 4104 1351

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suntex.sattler.com

Erste Bank AG, Wien
IBAN: AT15 2011 1000 0008 2635, BIC: GIBAATWW

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IBAN: AT12 1100 0008 7603 3200, BIC: BKAUATWW



ISO 9001:2015
Reg.Nr.: 4048/5



ISO 14001:2015
Reg.Nr.: 405/5

This dealer warranty does not cover any expressly excluded and disclaims any liability for any incidental, indirect, special or consequential damages, including but not limited to, loss of use, revenue, profits or saving.

Any defects in a part of the delivery shall not justify a claim under this dealer warranty for the entire order.

Under no circumstances shall the replacement or repair of any Products result in an extension of the warranty period granted herein. The customer shall not attempt to modify or repair the Products without prior written authorization of Sattler SUN-TEX. Because the Products may require on-going maintenance, the preceding dealer warranty is not a substitute for maintenance services or other support services.

Dealer Warranty Exclusion:

This dealer warranty does not cover any defect under warranty attributable in whole or in part to:

- All services provided by external parties to Sattler SUN-TEX (e.g. processing, assembly, delivery time, transport expenses).
- All components sourced from suppliers other than Sattler SUN-TEX (e.g. systems, guides, holders, eyelets)
- Misuse or improper handling, negligence or failure of the Customer to follow instructions for proper use, care, storage and/or cleaning and treatment of the products.
- External factors (e.g. fire flood); or damage due to extreme weather conditions inclusive of strong winds, natural disasters, accidents and force majeure.
- Environmental factors, e.g. air pollution, harmful effects due to soiling, chemicals, detergents, similar substances or bird excrements.
- Change of the light permeability and sensitivity to soiling under certain environmental conditions.
- Damage due to microbial attacks and changes of the coating resulting from it, favoured by external influences or the formation of condensate because of insufficient air circulation.
- Deactivation of the finish characteristics due to sulphurous substances (e.g. kerosene).
- Decrease of the fabric resistance in the course of time and in the framework of the diminution factor customary in trade.
- Damage resulting from repeated or inexpert mounting and dismounting as well as from improper storage of the textile constructions.
- Damage due to inexpert execution of welding/gluing or sewing seams and other joining techniques on the material supplied.
- Diminution of the usability due to faulty installation, wrong pre-tensioning or faulty production of relevant construction parts.
- Mechanical overstress due to incorrect structural analysis. (In case of damage, client must provide proof of structural analysis, that the mechanical stress in the structure does not exceed the confirmed values as stated in the manufacture 's technical data sheet).
- Damage caused by vandalism or mechanical actions.
- Damage caused by mechanical problems or improper processing or handling of the Products.
- Damages or soiling caused by animals.
- Normal wear and tear of the Products.

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