



WARRANTY STATEMENT

Effective June 2014

<p>MALIBU SHADE WARRANTY STATEMENT</p>	<p>Malibu Shade guarantees that all our systems are free from material and assembly defects provided the product is used in the manner for which it is designed. This warranty does not include any protection of consequential or economic damages whatsoever that may have arisen from the defective item.</p> <p>Access equipment (e.g.: scaffold, cherry picker, etc.) or electrical work necessary for repairs is at the expense of the customer, even when the repair or replacement is covered by warranty.</p> <p>Labour is included in the service for the first year of warranty. After this, labour will be charged accordingly.</p>
<p>CONDITIONS OF WARRANTY</p>	<ul style="list-style-type: none"> • Malibu Shade services, systems and all other goods supplied by Malibu Shade will not pass to purchaser until they been paid in full. Warranty is void under these circumstances. • Warranty period starts from the invoice date (the day/date installation commences), not from the date of any subsequent service. The warranty is not transferrable. • Warranty does not cover any damage or material failure resulting from, but not limited to: <ul style="list-style-type: none"> ○ normal weathering or wear and tear ○ exposure to adverse conditions ○ oxidation, corrosion rust or mildew ○ accidental and/or intentional damage ○ windblown objects ○ fire; flood; wind, rain or hail storm ○ salt spray or chemical pollutants ○ regular maintenance not carried out on systems ○ structural Movement of building or Structure ○ negligent maintenance, misuse or abuse • Warranty is void if damage is caused by (but not limited to): <ul style="list-style-type: none"> ○ installation of incompatible or non-recommended components/accessory items ○ failure to follow size recommendation, measurements, cleaning and maintenance instructions ○ installation by a third party (i.e. unauthorized installer or do-it-yourself installation) or any occurrences beyond the control of Malibu Shade ○ electrical work carried out by an unlicensed person ○ harmful cleaning compounds to clean the product ○ product being altered or adapted in any way • The warranty claim must be accompanied with the invoice as well as details regarding the nature of the problem. • Warranty is limited to the repair or replacement of the defective material or component as Malibu Shade deems necessary. • The following shall not be considered defects in material or workmanship: <ul style="list-style-type: none"> ○ stitching coming apart (this is considered wear and tear after 3 years) ○ variation in gloss factor of paint ○ variation in powder-coating colours ○ veins or white traces on acrylic fabric ○ general sagging of fabric • Should warranty service call be requested and subsequently found NOT to be covered under the terms of this warranty, Malibu Shade will charge a service/labour fee plus parts and travel. Such charges to be paid at the time of call out.

SCOPE OF MALIBU SHADE WARRANTY		Residential Installations	Commercial Installations
	See Page 3 for Prorated Warranty Period Details	Years	Years
	Shade Structures & Shade Sails Framework (excludes oxidation, corrosion or rust)	10	5
	Umbrellas - Framework (excludes oxidation, corrosion or rust)	5	5
	Awning Systems - Framework (excludes oxidation, corrosion or rust)	5	1
	Roof System – Malibu Retractable Roof Pergola Framework (excludes oxidation, corrosion or rust)	5	2
	Malibu Conservatory Awnings Framework (excludes oxidation, corrosion or rust)	5	1
	Powder-coating (refer to Dulux website for exclusions)	5	5
	Systems Components	5	5
	Fabric: PVC (limited Manufacturer’s warranty)	5	5
	Fabric: UV Shade Cloth (limited Manufacturer’s warranty)	10	10
	Fabric: Canvas (limited Manufacturer’s warranty)	5	5
	Fabric: Stitching or Welding	2	2
	Somfy Motor (limited manufacturer’s warranty; not covered if water damaged or burnt out)	3	3
	Somfy Electronics and Accessories (limited manufacturer’s warranty)	5	5
	Led Lights and Transformer	2	2
	Electrical Disconnection and Reconnection	1	1
	Labour (assembly, repair and call out)	No Warranty	No Warranty
	Service Warranty of Total Removal of Product for Repair	1	1
	Installation and Reinstallation of Product	1	1
	Charges for Hire of Access Equipment for Repair (even when product is under warranty)	No Warranty	No Warranty
	Consequential Damage or Loss	No Warranty	No Warranty
MALIBU SHADE PRODUCT DELIVERY WARRANTY	Client must notify Malibu Shade within 7 days from delivery or installation date, in writing, details of the faulty product; incorrect delivery and or damage caused, if delivered goods are not in accordance with original quote specifications. Once delivered the client is responsible to ensure that the delivered product is stored safely and securely, until installed.		
*PERFORMANCE OF THE ACRYLIC FABRIC	Scarcely detectable irregularities (listed below) are inherent in the nature of acrylic fibre. In spite of today’s level of technology, these irregularities cannot be completely excluded. Please note that they have no effect on the performance of your sun shade.		
WATER RESISTENCE	Acrylic fabric is not waterproof; it is shower-proof. A treatment is applied to the fabric during the finishing process and its water repellent ability will be retained if well cared for and if the awning is pitched at a recommended slope of 20°. During longer periods of rain or heavy rainfall, the awning must be retracted to avoid damage. Note: If Acrylic fabrics are used for rain protection, it has a higher tendency of creasing.		
TEMPERATURES & EXCESSIVE USE	Taken into account the thermal protection of the motors, they can be operated up to 60 degrees. In case of a sequential operation, the motor can get overheated. A built in thermal protection system prevents the operation of the motor for about ten minutes. Afterwards the motor can be operated again.		
WIND SENSORS	Wind protection sensors do not warrant entire protection from sudden gusts of wind.		

PRORATED WARRANTY PERIOD

The warranty period is prorated. Should the defects or deficiencies occur within the period stated below and under normal conditions of use, which are detrimental to the usability of the product, Malibu Shade undertakes to pay the repair cost to the following extent and within the following period of time or – and this is within the complete discretion of Malibu Shade – to replace the part of the products claimed which proved to be defective. The substitute performance is limited to the initial sales price of the defective part of the products. The burden of proof regarding the defect lies with the initial buyer of the product.

Depending on the date the defect is reported to Malibu Shade, justified substitute performance is guaranteed at the following percentage rates:

- 1 st year: 100% of the abovementioned costs
- 2 nd year: 90% of the abovementioned costs
- 3 rd year: 80% of the abovementioned costs
- 4 th year: 70% of the abovementioned costs
- 5 th year: 60% of the abovementioned costs
- 6 th year: 50% of the abovementioned costs
- 7 th year: 40% of the abovementioned costs
- 8 th year: 30% of the abovementioned costs
- 9 th year: 20% of the abovementioned costs
- 10 th year: 10% of the abovementioned costs

WARRANTY REGISTRATION

Customer name: _____

Customer Contact Number: _____

Address of Installation: _____

Malibu Shade Product name(s): _____ (5 years warranty)

Accessories: _____ (2 years warranty)

Installation date: ____ / ____ / ____

Job/Invoice no: _____

Customer acknowledgement & concurrence of General conditions & Warranty Statement

Sign/Date

- Phone: 02 9526 7011
- Fax: 02 9526 8799
- Email: sales@malibushade.com.au

