

POLYPLAN

TEXTILE ARCHITECTURE

7 year LIMITED WARRANTY



Polyplan 680 LW • Polyplan 680 BO • Polyplan 745 MATT • Polyplan CANDY • Polyplan 787 MATT BO

Nolan.UDA Pty Limited (ABN 28 135 927 249) trading as the Nolan Group in partnership with Sattler AG, guarantees that the PolyPlan range of architectural PVC-coated textiles complies with the following:

- The membrane is in accordance with Sattler's published technical specifications and free from material defects in components and workmanship affecting performance and durability at the time of the delivery, and for the period of time and percentages hereinafter detailed.
- The membrane will maintain at least 70% of its initial resistance (tensile strength according to EN ISO 1421) over a period of 7 years from date of invoice.
- The membrane keeps the fire rating permanently.

Scope of replacement

Sattler 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 Sattler's sole option), the products which may prove defective or otherwise fail to perform as stated above. Terms include under normal use, maintenance and service, as determined by Sattler during the warranty period. Payment shall not 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 product:

Year	1	2	3	4	5	6	7
Percentage	100%	100%	60%	40%	20%	15%	10%

Any liability for consequential damage over and above this is excluded. For this guarantee to be valid, the following applies:

- The defect must be reported to Nolan Group in writing within 15 days after its detection. Failure to notify within 15 days following the discovery of any defect shall render this 7 year warranty null, void and of no legal effect with respect to that particular defect.
- Sattler AG is given the opportunity to inspect the damage on site before any repair or removal is undertaken.
- Sattler AG is entitled to take samples of the defective material. In the event Sattler representatives are denied the right to inspect the alleged defect, this warranty shall be null, void and of no legal effect with respect to such defect.
- This 7 year warranty shall become effective only upon the customer purchasing, receiving and full payment is made for the warranted product.
- Defects in a part of the delivery don't justify a complaint claim for the total order.
- The membrane structures, for which the coated fabrics are used, have been designed and certified by a chartered engineer.

Exclusions of this warranty:

- Improper handling or storage of the goods.
- Unauthorised modifications and repairs of the material.
- Harmful effects due to soiling, chemicals, aggressive detergents or similar substances.
- General wear under normal conditions.
- Change of the light permeability and sensitivity to soiling under certain environmental conditions.
- Damage due to extreme weather conditions including strong winds, natural disasters and accidents.
- 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 biocide finish due to sulphurous substances (e.g. kerosene).
- Decrease of the fabrics resistance over the course of time and in the context of the unavoidable strength loss that occurs over time and is recognised by as reasonable by the trade.
- Damage resulting from repeated or unsatisfactory assembly and disassembly as well as from improper storage of the textile constructions.
- Damage due to unsatisfactory welding of seams and other joining techniques on the material.
- Loss of performance 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 technical data sheet of the mentioned Sattler article at any time).
- Damage caused by vandalism or mechanical actions.
- Alterations or repair on the material supplied without Sattler's prior written authorisation.
- Quantity variances of up to 4% caused by production, which include cosmetic faults that are generally acceptable against current industry benchmarks.
- Quality tolerances that are unavoidable according to the current industry benchmarks shall be deemed in line with the contract and not a defect.
- Minor fitting irregularities and/or slight wrinkling that are in line with shrinkage or expansion of the material when exposed to heat, cold or humidity, as well as sporadic deviations in the fabric structure (e.g. knots) which can be seen when held against light, and coating batches showing minor deviations in colour and/or translucency and discolourations.

December 2017

