



10 Year Ultra Violet Warranty

Sun Buster Solar Shades uses a unique and innovative Extra Heavy Duty knitted shade cloth designed for architectural sails, and non commercial usage.

Warranty

Sun Buster Solar Shades PL (SunBuster®) warrants to the initial purchaser that the fabric will not suffer from abnormal deterioration (*) from ultra violet exposure for a period of 10 years from the date of installation. (* abnormal deterioration means deterioration exceeding 5% of the fabrics original strength for each year over the 10 year warranty period).

If the fabric does suffer from abnormal deterioration during the 10 year warranty period, SunBuster® will, at its option either replace the fabric or supply equivalent fabric, or pay the cost of replacing the fabric or of acquiring equivalent fabric.

Exclusions

This warranty does not cover, and SunBuster® is not liable for, deterioration of fabric occurring due to any of the following circumstances:

- Exposure to pollution, chemicals, solvents, cleaning agents or other substances that are harmful to the performance of the fabric.
- Faulty installation of the fabric
- Improper use including commercial usage of the fabric or use contrary to the specifications for the fabric.
- Colors fading or variation due to ultraviolet exposure.
- Minor colors variation from fabric samples.
- Minor visual imperfection due to the manufacturing processes.
- The negligent act or omission of any person.
- Misuse, neglect or abuse of the fabric.

Statutory Implied Terms and Limitation

This warranty is in addition to any non-excludable terms, conditions or warranties implied under the Trade Practices Act 1974 (Commonwealth) or similar Commonwealth or State legislation ('Statutory Terms').

SunBuster® liability for breach of the Statutory Terms is limited to the maximum extent permitted by the Statutory Term or otherwise by law

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Save as expressly provided in this warranty and the Statutory Terms:

- a) all implied conditions and warranties with respect to the goods and services supplied by SunBuster® including without limitation warranties as to quality, fitness for purpose and sale by sample are excluded;
- b) SunBuster® shall not be liable for any direct, indirect or consequential loss or damage which arises out of the negligence or carelessness of SunBuster® or any of its employees, servants, contractors, suppliers or agents, or which arises directly or indirectly from the use of any information, advice or recommendation of any SunBuster® employee or from any alleged breach of duty in respect of any goods or services supplied by SunBuster®;
- c) Sun Buster Solar Shades Pty Ltd shall not be liable for any advice given by its agents or employees in relation to the suitability for the purpose of goods supplied by SunBuster®.

Claims Procedure

1. All claims must be in writing addressed to SunBuster®, ABN 75 131 272 725, PO Box 3005, Caboolture BC 4510, and must be made within 30 days from the date upon which the defect became known.
2. Claims must be supported by a sample of the defective fabric together with proof of date and place of purchase of the item.