



Palram Industries, Ltd. (1990)

# Limited Warranty

## SUNLITE® Manufacturer's 10-Year Limited Warranty

"SUNLITE®" Multiwall Polycarbonate sheets (hereinafter "the Product") are hereby warranted by Palram Americas (hereinafter "the Manufacturer"), subject to any other terms contained herein.

### 1. SCOPE OF WARRANTY

#### 1.A. Light Transmission (Refers only to transparent products)

The Product shall not lose more than 8.5% of its light-transmitting capability (hereinafter "decrease") for a period of 10 years from the commencement date as defined below as a direct and exclusive result of solar radiation impact (as measured pursuant to the procedures specified in ASTM D1003-77).

#### 1.B. Impact and hail resistance

The Product shall not break due to loss of impact strength as a direct and exclusive result of weathering and/or, shall not break as a direct and exclusive result of impact of hail, measuring up to 20mm diameter, attaining a velocity of up to 20 m/sec (Loss of above capability shall be hereinafter referred to a "breakage"). Excessive loss of impact strength will be determined by test according to ISO 6603/1-2000 and/or ASTM D-5628-95 method F, to be applied on a sample of the broken sheet. This warranty applies only if the sample will be broken in this test into separate pieces (shatter).

### 2. COMMENCEMENT DATE

The commencement date shall be the date of the Product's manufacture or - if such date does not appear on the product - the date upon which the Product was purchased from the Manufacturer.

### 3. LIMITATIONS

This warranty shall be valid only:

3.A. If the product is installed, stored, and maintained in accordance with manufacturer's written instructions, and/or in not used in any non-customary fashion;

- Placing the correct side (or the UV protected side if mentioned) of the sheet facing outward as indicated on the masking;
- Maintaining proper support distances;
- Avoiding contact with chemicals, paints, cleaning agents or other incompatible materials;
- Using only compatible EPDM washers when fastening the sheets. The use of PVC or any other incompatible material washers is absolutely forbidden.
- Spacing screws properly and avoid over-tightening, as set forth in the instructions;
- Maintaining roof pitch (or slope) as set forth in the instructions;
- Cutting, drilling and fastening, according to the instructions and diagrams found in the instructions;
- Curving the sheets, if the need arise, according to Manufacturer's recommendations to proper distance and curve radius, and

3.B. If the product is not adversely affected by improper connecting, fastening or sealing, or

3.C. Where decrease or breakage is not due to product alteration or damage, directly or indirectly caused by fire, vandalism, structural defects at the site of installation, natural disasters, improper storage or installation (including, but not limited to, storage or installation with non-protected side exposed to the sun), and negligence (including, but not limited to, negligently transporting and/or installing the product). Further, this warranty shall not apply to a decrease or breakage caused by accumulation of dirt, lack of proper maintenance, scratches, and damages derived



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## **SUNLITE® Manufacturer's 10-Year Limited Warranty (continued)**

from contacts with abrasive elements or sharp objects, chemicals, paints, or any other similar or incompatible factors or materials.

### **4. CLAIMS AND NOTIFICATION**

A warranty claim will be honored:

- 4.A. If the Manufacturer is notified of such claim within 30 days of the decrease or breakage, and provided with written proof of purchase and this warranty; and
- 4.B. The Manufacturer is allowed to inspect any or all of the sheets involved and the installation site itself while the sheets are still in their original position and have not been removed or moved or altered in any way. Such inspection, if so requested by the Manufacturer, is a condition for the validity of a claim, and shall be conducted by the Manufacturer's designated personnel or representative. In addition, the Manufacturer reserves the right to investigate independently the circumstances of such decrease or breakage, including checks with local Weather Bureau and others.

### **5. COMPENSATION**

- 5.A. In the event the Manufacturer is duly notified of decrease or breakage within 3 (Three) years of the commencement date, and a claim upon such decrease or breakage is properly made and approved, the Manufacturer will provide free substitute product or, at its exclusive option, refund the original purchase price.
- 5.B. In the event the Manufacturer is duly notified of decrease or breakage after more than 3 (Three) years from the commencement date, and claim upon such decrease is properly made and approved, the Manufacturer will provide substitute product CIP price. The replacement price to be paid by the purchaser will be 10% of the Manufacturer's effective price at the time of replacement, multiplied by the number of years from the commencement date to replacement time, but not exceeding 90% of the Manufacturer's then effective price.

### **6. Jurisdiction**

This warranty is governed by and shall be construed according to the laws of the State of Pennsylvania. Any claim or dispute relating to the product and/or this warranty shall be exclusively brought before the appropriate court in Pennsylvania, which shall have the exclusive jurisdiction in any such claim or dispute.

THE REMEDIES SET FORTH IN THIS WARRANTY CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO THE PURCHASER AND SAVE AS SET FORTH HEREIN, THE MANUFACTURER SHALL BE UNDER NO LIABILITY WITH RESPECT TO THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY COST AND/OR EXPENSE EXCEEDING ITS LIMITED OBLIGATIONS SET FORTH HEREIN. THE WARRANTIES SET FORTH HEREIN, ARE EXPRESSLY IN LIEU OF OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHETHER STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PALRAM AMERICAS BE LIABLE FOR LABOR, INSTALLATION, FREIGHT, TAXES OR ANY OTHER CHARGES. IF, FOR ANY REASON, PART OF THIS LIMITED WARRANTY WILL BE DECLARED BY A COMPETENT COURT AS NULL OR VOID, THIS SHALL HAVE NO EFFECT ON THE VALIDITY OF THE REST OF THIS WARRANTY, THAT SHALL CONTINUE TO BE VALID AND IN FORCE.

### **PALRAM AMERICAS**

Arcadia West Industrial Park • 9735 Commerce Circle • Kutztown, PA 19530  
(800) 999-9459 • <http://www.PalramAmericas.com>