

# Suntuf® Lifetime Warranty

## 1. Scope of Warranty

Suntuf® Polycarbonate panels are warranted by Palram Americas, a subsidiary of Paltough-Palram Ltd., Arcadia West Industrial Park, 9735 Commerce Circle, Kutztown, PA 19530. This warranty is extended to the original purchaser of Suntuf panels from an authorized dealer or retailer.

## 2. Light Transmission

Suntuf Polycarbonate panels shall not lose more than 8.5% of its light transmitting capacity from the original date purchased for a period of 10 years and no more than 1% per year thereafter as a direct result from the impact of solar radiation (as measured to the procedures in ASTM D-1003 77).

## 3. Hail Damage

Any breakage or damage resulting from hail is covered exclusively by the appendix to warranty "Hail Damage Warranty." (see page G-5)

## 4. Commencement Date

The commencement date shall be the date the product was purchased from an authorized dealer or retailer.

## 5. Limitations

This warranty shall be valid if:

A. The original proof of purchase is presented;

B. The product is installed, stored and maintained in accordance with Palram Americas' written instructions, and is not used in any non-customary fashion. Such instructions include, but are not limited to:

- placing the correct side of the sheet facing outward;
- maintaining proper purlin distance;
- avoiding contact with chemicals, paints, adhesives, cleansing agents or other incompatible materials;
- using only EPDM washers, never PVC washers when fastening sheets;
- spacing screws properly and avoid overtightening as set forth in the instructions;
- maintaining roof pitch as set forth in the instructions;
- cutting, drilling and fastening, according to the instructions and diagrams found in the instructions;
- curving according to Palram Americas' recommendations to proper distance and curve radius.

C. The product is not thermoformed and not otherwise adversely affected by connection, fastening or sealing.

D. Any decrease in light transmission 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, negligently transporting or installing the product), the accumulation of dirt, lack of proper maintenance, scratches, chemicals, paint or any other similar factor.

E. The product is used for its intended purposes.



# Suntuf<sup>®</sup> Lifetime Warranty

## 6. Claims

In case of a claim of product failure, Palram Americas must be notified within 30 days, in writing, describing the claimed defect or failure and must include the bill of purchase and this warranty. Palram Americas reserves the right 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 inspections shall be conducted by the technical personnel or the designated representatives. In addition Palram Americas reserves the right to investigate independently the circumstances of such failure, including checks with the local weather institute and others. The claimant shall provide Palram Americas, the original panels returned to Palram Americas warehouse, transportation charges prepaid by the claimant, immediately upon request by Palram Americas.

## 7. Compensation

A. In the event that Palram Americas is duly notified of product failure within 3 (three) years of the commencement date, and a claim is properly made and approved, Palram Americas will provide free substitute product or, at its sole option, refund the original purchase price.

B. In the event Palram Americas is duly notified of product failure after more than 3 (three) years and up to 20 (twenty) years from the commencement date, and the claim is made and approved, Palram Americas will provide substitute product based on the following purchase price formula:

The price to be paid by purchaser will be calculated at a rate of 5% of the effective price at time of replacement multiplied by the number of years from replacement time to commencement date less 3 (three) years.

C. In the event that Palram Americas is duly notified of product failure after more than 20 (twenty) years from the commencement date and claims properly made and approved, Palram Americas will provide substitute product based on the following purchase price formula:

The price to be paid by the purchaser will be calculated at a rate of 85% of the effective price at the time of replacement plus 1% per year for every year in excess of 20 years from commencement date, but not to exceed 95%.

The remedies set forth in this warranty constitute the sole and exclusive remedies available to the purchaser. Palram Americas 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.

D. PALRAM AMERICAS LIABILITY IS LIMITED, SOLELY AND EXCLUSIVELY TO THE PURCHASE PRICE OF THE PRODUCT AND IN NO EVENT SHALL PALRAM AMERICAS BE LIABLE FOR LABOR, INSTALLATION, FREIGHT, TAXES OR ANY OTHER CHARGES.

## 8. Jurisdiction

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

## 9. Liability

Palram Americas' liability is limited to providing replacement sheets as set forth above. Palram Americas will not be responsible for any indirect or consequential damages.

Palram Americas  
Arcadia West Industrial Park  
9735 Commerce Circle  
Kutztown, PA 19530

