



PALRAM Industries (1990) Ltd.

# Limited Warranty

## SUNTUF<sup>®</sup>

### MANUFACTURER'S 25 YEAR LIMITED WARRANTY

Customer: Project: PALRAM Invoice #:

Product Details: Pallet #: Order #:

#### Definition

PALRAM Industries (1990) Ltd. ("the Manufacturer") warrants that SUNTUF<sup>®</sup> and SUNTUF PLUS<sup>®</sup> solid corrugated transparent or translucent polycarbonate sheets ("the Product") are of good quality, in good working order and free of any defects, subject to the terms set out herein.

#### 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 (the "Commencement Date").

#### Scope of Warranty

##### Light Transmission

The Product shall not lose more than 6% (six per cent) of its light transmitting capability for a period of 10 (ten) years from the Commencement Date as a direct and exclusive result of solar radiation impact (as measured in accordance with the procedures specified in ASTM D-1003-77).

##### Colour

The Product shall not display a change in yellowness of more than 10 (ten) units delta in the case of transparent clear Product or 15 (fifteen) units delta in the case of White Opal or Diffuser Products for a period of 10 (ten) years from the Commencement Date as a direct and exclusive result of the impact of solar radiation (as measure pursuant to the procedures specified in ASTM E-313-05).

The loss of light transmitting capability and change in yellowness as described above is hereafter referred to as "decrease".

##### Breakage

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 the impact of hail measuring less than 25mm (approximately 1") in diameter and attaining a velocity of up to 20 m/s (44.7mph). The loss of this capability is hereafter referred to as "breakage". Loss of impact strength will be tested according to the ISO 6603/1-1985(E) and/or ASTM D-5628-95 method F test applied to a sample of the broken sheet. This warranty applies only if the sample shatters (brittle breaks into separate pieces).

##### Limitations

This warranty is only valid if the Product is handled, stored, cleaned, installed and maintained in accordance with Manufacturer's written instructions.

##### Claims and Notifications

Every warranty claim must be notified in writing to the Manufacturer within the warranty period and immediately after the occurrence of decrease or breakage, enclosing the original sales receipt and this warranty. The claimant must allow the Manufacturer 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 and/or, on the Manufacturer's instruction, return the sheets to the Manufacturer for testing. The Manufacturer reserves the right to investigate independently the cause of any failure.

##### Compensation

If a claim under this Limited Warranty is justified, the Manufacturer will provide the purchaser with substitute Product or, at its discretion, refund the original purchase price or a portion thereof, in accordance with the following schedule:

In the event that 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 substitute Product at no cost or, at its discretion, refund the original purchase price.

In the event that the Manufacturer is duly notified of decrease or breakage after 3 (three) years of the Commencement Date, and a claim upon such decrease or breakage is properly made and approved, the Manufacturer will provide substitute Product on the following terms. 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 Commencement Date to replacement time, but not exceeding 90% of the Manufacturer's then effective price. At its discretion, the Manufacturer may refund the difference between the effective price and the replacement price instead of providing substitute Product.

The Manufacturer's liability does not include the costs of removal and installation of sheets.

**Jurisdiction**

This Limited Warranty shall be governed by and shall be construed according to the laws of South Africa, without giving effect to its conflict of laws rules. Any dispute arising in connection with the interpretation and/or execution of this Limited Warranty shall be subject to the exclusive jurisdiction of the competent court in Johannesburg, South Africa.

EXCEPT AS PROVIDED FOR IN LAW, THIS LIMITED WARRANTY SHALL BE THE MANUFACTURER'S SOLE WARRANTY APPLICABLE TO THE PRODUCT. ANY OTHER CLAIMS FOR DAMAGE OR LOSS EITHER DIRECT, INDIRECT OR CONSEQUENTIAL, WHATEVER THE CAUSE THEREOF, ARE EXPRESSLY EXCLUDED FROM THE WARRANTY.

EXCEPT AS PROVIDED FOR IN LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE.