



PALGARD® 3X

3 (Three) Year Limited Warranty

Definitions

"PALGARD® 3X" Solid flat transparent Polycarbonate sheets, abrasion resistant on one or two sides (hereinafter "the Product") are hereby warranted for breakage, coating failure, excessive increased haze and excessive yellowing or loss of light transmission due to manufacturing defect by PALRAM Americas, Inc. (hereinafter "the Manufacturer"), for a period of 3 (Three) years from Commencement Date subject to the definitions, terms and conditions contained herein.

Scope of Warranty

Installation — This warranty applies only when the Product is used in flat vertical architectural glazing, specifically excluding transportation, outdoor recreational and off-road vehicle applications.

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 up to 25mm (1") diameter, attaining a velocity of up to 20 m/s (44.7mph) (Loss of above capability shall be hereinafter referred to as "breakage"). The warranty against breakage applies only to sheet fabricated, installed, and cleaned according to the Manufacturer's recommendations. PALGARD® 3X sheet is substantially stronger than acrylic and resists impact, abuse, and vandalism. However, no material can be described as unbreakable, for it is impossible to account for all types of usage.

Coating Failure — the Product shall not display failure in the abrasion resistant coating. Determination of coating failure is when the coating treatment shows signs of flaking from the surface that indicates loss of adhesion between the surface treatment and the substrate, which must be visibly detectable without the aid of instruments. Such flaking within the 3-year period shall be hereinafter referred to as a "decrease". If the coating does not meet these criteria it will not be subject to any form of claim.

Abrasion Resistance — The Product will not exhibit an increase in haze more than 10%. Testing criteria: The sample as manufactured shall be abraded according to ASTM D1044-08 (Standard Test Method for Resistance of Transparent Plastics to Surface Abrasion) for 100 cycles with a 500 gram load using a CS-10F wheel.

Yellowing and Light Transmission — The warranty against loss of light transmission applies only to Clear Transparent PALGARD® 3X sheet. The Yellowness Index (YI) of PALGARD® 3X sheet (CLEAR ONLY) cleaned according to the recommendations of the manufacturer shall be less than 5.0 during a three-year period from the date of sale as determined according to ASTM E 313-05 modified by the Manufacturer as measured with a Hunter Labs spectrophotometer. The light transmission characteristics of PALGARD® 3X sheet, cleaned according to the recommendations of the Manufacturer shall not decrease (from its initial manufactured value) by more than 5% during a three-year period from the date of when tested by the procedure specified in ASTM D1003 modified by the Manufacturer.

This warranty is limited to excessive yellowing and light transmission losses due to the degradation of PALGARD® 3X sheet and does not cover yellowing or light transmission losses due to dirt, atmospheric deposits, abrasion, or changes in the physical structure of the PALGARD® 3X sheet. You should be aware that all glazing and outdoor sign materials are subject to irreversible depositions of atmospheric elements and can be expected to show signs of hazing eventually. Regular proper cleaning will significantly reduce, but not eliminate, that process (see product data sheet for cleaning and maintenance instructions).

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.



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Limitations — This warranty shall be valid only if the product is handled, stored, cleaned, installed and maintained in accordance with Manufacturer's written recommendations.

Claims and Notifications — Every warranty claim must be submitted in writing to the Manufacturer or original dealer within the warranty period and immediately after 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 return the sheets to the Manufacturer for testing. The Manufacturer reserves the right to investigate independently the cause of any failure.

Compensation — If the Product breaks, incurs coating failure, exhibits increased haze, or exhibits excessive yellowing or loss of light transmission, in each case within three (3) years from the date of sale, due to a manufacturing defect and approved by the Manufacturer as such, subject to the definitions and conditions set forth herein, then the purchaser will receive a free replacement sheet, provided the claimant complies with the Claims and Notifications clause stated herein. If a replacement sheet cannot be provided within forty-five days, the Manufacturer may opt to refund the original sheet purchase price.

This Manufacturer's warranty does not cover any costs and expenses of removal and installation of sheets or any other direct or indirect loss(es) which may result from the sheet failure.

Jurisdiction — This limited warranty shall be governed by and shall be construed according to the laws of the State of Pennsylvania, 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 Pennsylvania, USA, which shall have the exclusive jurisdiction in any such claim or dispute.

THIS LIMITED WARRANTY SHALL BE THE MANUFACTURERS SOLE WARRANTY APPLICABLE TO THE PRODUCT. ANY OTHER CLAIMS FOR DAMAGE OR LOSS DIRECT, INDIRECT OR CONSEQUENTIAL, WHATEVER THE CAUSE THEREOF, ARE EXPRESSLY EXCLUDED FROM THE WARRANTY. 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. UNDER NO CIRCUMSTANCE SHALL THE MANUFACTURER BE LIABLE FOR ANY AMOUNT GREATER THAN THE ORIGINAL PRICE PURCHASER PAID FOR THE PRODUCT.

PALRAM AMERICAS

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