Limited Warranty

PalTile™ S – Decorative Roof Panel System
MANUFACTURER’S 10 (TEN) YEARS LIMITED WARRANTY

Product Details: PalTile S

Definition
PalTile™ S Corrugated Polycarbonate sheets (hereinafter “the Product”) are hereby warranted by Palram Americas (“the Manufacturer”), subject to any other terms contained herein.

Scope of warranty
PalTile™ S 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 PalTile™ S panels from an authorized dealer or retailer.

Color
The product shall not display a change in color of more than 10 units delta E in the case of clear product or 15 units in case of colored products (hereinafter ‘decrease’) for a period of 10 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-308-85).

Breakage - 10 years warranty
The Product shall not break within 10 years 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 20mm diameter, attaining a velocity of up to 10 m/s (loss of above capability shall be hereinafter referred to as “breakage”). Excessive loss of impact strength will be determined by test according to ISO 6603/1-1985(E) 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 brittle broken in this test into separate pieces (shatter).

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

Limitations
This warranty shall be valid only in 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 occurrence of color change, 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 claim under this limited warranty is justified, the Manufacturer will provide the purchaser with free substitute product or, at its exclusive discretion refund the original purchase price paid to the Manufacturer, or a portion thereof, in accordance with the following schedule:

In the event the Manufacturer is duly notified of color change within 3 (Three) years of the commencement date, and a claim upon such decrease is properly made and approved, the Manufacturer will provide free substitute product or, at its exclusive option, refund the original purchase price.

In the event the Manufacturer is duly notified or color change 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. 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.

The Manufacturer at its exclusive option may refund the difference between the effective price and the replacement price as above, instead of providing substitute product.

The Manufacturer’s liability does not include any costs of removal and installation of sheets.

Jurisdiction
This warranty is 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 or dispute.

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

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Updated June, 2009