



Palram Industries, Ltd. (1990)

# Limited Warranty

## SUNSKY® Manufacturer's Limited Warranty

### 1. SCOPE OF WARRANTY

- A. It is hereby warranted by Palram Americas (hereinafter "the manufacturer", subject to any other terms contained herein, that for a period of ten (10) years from the commencement date, as defined below, SunSky®, (hereinafter "the product") shall not lose more than 10% of its light-transmitting capability, as a direct and exclusive result of the impact of solar radiation (as measured pursuant to the procedures specified in ASTM D1003-77). (Loss of above capability, in excess of 10% shall be hereinafter referred to as a "decrease").
- B. It is hereby warranted by the manufacturer, that for a period of ten (10) years from the commencement date, as hereunder defined, the product shall not break as a direct and exclusive result of impact of hail measuring up to 1 inch in diameter in size, and attaining up to 20 meter/sec. in velocity (hereinafter referred to as "breakage").

### 2. COMMENCEMENT DATE

The commencement date shall be the date of the product manufacture or - if such date does not appear on the product - the date the product was purchased from the manufacturer.

### 3. LIMITATIONS

This warranty shall be valid only if:

- A. The product is installed, stored, and maintained in accordance with manufacturer's written instructions, and/or is not used in any non-customary fashion. Such instructions include:
- 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 P.V.C. washers when fastening sheets;
  - spacing screws properly and without overtightening;
  - maintaining proper roof pitch;
  - cutting, drilling and fastening, according to the instruction and diagrams in manufacturer's brochure;
  - curving according to manufacturer recommendations to proper distance and curve radius;
  - installation of the product using the "SunSky System" as outlined on page B-8;
- B. The product is not thermoformed and not otherwise adversely affected by connection, fastening or sealing;
- C. Where decrease 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 omitted to negligently transporting or installing the product). Further, this warranty does not apply to a decrease caused by the accumulation of dirt, lack of proper maintenance, scratches, chemicals, paint or any other similar factor.

### 4. CLAIMS

In case of a claim of product failure, the manufacturer must be notified by the end user within 30 (thirty) working days. Moreover, the manufacturer 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 inspection shall be conducted by the manufacturer's technical personnel or the manufacturer's designated representatives. In addition, the manufacturer reserves the right to investigate independently the circumstances



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## **SUNSKY® Manufacturer's Limited Warranty (continued)**

of such failure, including checks with the local meteorological survey and others. The claimant shall provide the manufacturer immediately, upon request, with any samples of the product which the manufacturer shall demand.

### **5. COMPENSATION**

- A. In the event manufacturer is duly notified of decrease within 5 (five) years of the commencement date, and a claim for such decrease is properly made and approved, manufacturer will provide free substitute product.
- B. In the event manufacturer is duly notified of decrease after more than 5 (five) years from the commencement date, and claim for such decrease is properly made and approved, prior to the expiration of 10 (ten) years from the commencement date, manufacturer will provide substitute product CIF U.S.A. port. The replacement price to be paid by the purchaser will be calculated by multiplying 1/20th of the then effective price of the product by the number of months which have passed from the commencement date until the time of the claim.
- C. In the case of verified product breakage, manufacturer will supply replacement sheets at a fraction of the current market value of the sheets. The replacement price to be paid by the purchaser will be calculated as follows: 1/60th of the then effective price of the product multiplied by the number of months which have passed from the commencement date until the time of damage.
- D. In all cases, the manufacturer shall have an option to pay the value of the claim instead of providing substitute product.

THE REMEDIES SET FORTH IN THIS WARRANTY CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO PURCHASER AND, SAVE AS SET FORTH HEREIN, 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 OF OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

### **6. JURISDICTION**

This warranty is governed by and shall be construed according to the laws of the State of Pennsylvania, U.S.A. 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, U.S.A., which shall have the exclusive jurisdiction in any such claim or dispute.

### **7. LIABILITY**

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.

### **PALRAM AMERICAS**

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