

SUNTOP[®] Warranty

MANUFACTURER'S 10 (TEN) YEARS LIMITED WARRANTY

Definition

“SUNTOP[®]”, Corrugated colored foamed Polycarbonate sheets (hereinafter “the Product”) are hereby warranted by PALRAM Industries (1990) Ltd. (hereinafter “the Manufacturer”), subject to any other terms contained herein:

Scope of Warranty

Color

The Product shall not display a change from its original color by more than 5 units CIELAB-1976 Lightness (L*) (hereinafter “decrease”) as a direct and exclusive result of solar radiation impact (as measured pursuant to the procedures specified in ASTM D-1003-77) for a period of 10 years from the commencement date as defined below. L* is measured with a spectrophotometer with illuminant D65/10⁰ and geometry 00/45⁰ according to ASTM E-308.

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 13mm (0.5”) diameter, attaining a velocity of up to 20 m/sec (Loss of above capability shall be hereinafter referred to as “breakage”) for a period of three (3) years from commencement date as defined below.

Excessive loss of impact strength will be determined by test according to ISO 6603/1-1985(E) to be applied on a sample of the broken sheet. This warranty applies only if the sample will be 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 date does not appear on the product - the date upon which the Product was purchased from the Manufacturer.

Limitations

This warranty shall be valid only 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 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 a 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 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 free substitute product or, at its exclusive option, refund the original purchase price.

In the event the Manufacturer is duly notified of decrease or breakage after more than 3 (Three) years from the commencement date, and claim upon such decrease or breakage 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 limited warranty shall be governed by and shall be construed according to the laws of the State of Israel. The Israel court in Haifa shall have the exclusive jurisdiction.

THIS LIMITED WARRANTY SHALL BE THE MANUFACTURERS 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. 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.