



PALRAM Industries (1990) Ltd.

Limited Warranty

SUNPAL® 10-20mm

SUPPLIER'S 15 YEARS LIMITED WARRANTY

Customer:

Project:

PALRAM invoice #:

Product Details:

Pallet #:

Order #:

Definition

"SUNPAL" structured translucent Polycarbonate panels of 10mm thickness or above (hereinafter "the Product") are hereby warranted by PALRAM Industries (1990) Ltd. (hereinafter "the Supplier"), subject to any other terms contained herein:

Scope of Warranty

Light Transmission

The Product shall not lose more than 8 % of its light-transmitting capability (hereinafter "decrease") for a period of 15 years from the commencement date, as defined below, as a direct and exclusive result of solar radiation impact (as measured pursuant to the procedures specified in ASTM D-1003-77).

Color

The Product shall not display a change in color of more than 15 units delta E (hereinafter "decrease") for a period of 15 years from the commencement date as a direct and exclusive result of the impact of solar radiation (as measured pursuant to the procedures specified in ASTM E-308-85).

Breakage

For a period of 15 years from the commencement date, 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 20mm diameter, attaining a velocity of up to 21 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 date does not appear on the product - the date upon which the Product was purchased from the Supplier.

Limitations

This warranty shall be valid only for the original purchaser, and only if the product is handled, stored, cleaned, installed and maintained in accordance with the Supplier's written instructions.

This warranty will not apply to SUNPAL panels that were exposed to abrasion, scratching, or harmful chemicals.

Panels that were thermo-formed or vacuum-formed are excluded from this warranty.

Claims and Notifications

Every warranty claim must be notified in writing to the Supplier 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 Supplier 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 Supplier for testing.

The Supplier reserves the right to investigate independently the cause of any failure.

Compensation

If a claim under this limited warranty is justified, the Supplier will provide the purchaser with free substitute product or, at its exclusive discretion, refund the original purchase price paid to the Supplier, or a portion thereof, in accordance with the following schedule:

In the event the Supplier is duly notified of decrease or breakage within 7 (Seven) years of the commencement date, and a claim upon such decrease or breakage is properly made and approved, the Supplier will provide free substitute product or, at its exclusive option, refund the original purchase price.

In the event the Supplier is duly notified of decrease or breakage after more than 7 (Seven) years from the commencement date, and claim upon such decrease or breakage is properly made and approved, the Supplier will provide substitute product.

The replacement price to be paid by the purchaser will be 6.66 % of the Supplier's effective price at the time of replacement, multiplied by the number of years from commencement date to replacement time, but not exceeding 53% of the Supplier's then effective price.

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

The Supplier's liability does not include any costs of removal and installation of panels.

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 SUPPLIER'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. 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.