

THERMAGLAS®

LIMITED WARRANTY



PALRAM AMERICAS
Horticultural Products Division
Formerly SPS International

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THERMAGLAS® & THERMAGLAS PLUS®

MULTI-WALL POLYCARBONATE GLAZING PANELS • 10 YEAR LIMITED WARRANTY

Product(s) THERMAGLAS
THERMAGLAS PLUS WITH BUILT-IN CONDENSATE CONTROL

Definition “ThermaGlas® and ThermaGlas Plus®” multi-wall transparent or translucent 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

Light Transmission The Product shall not lose more than 6 % of its light-transmitting capability (hereinafter “decrease”) for a period of 10 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 yellowness of more than 10 units delta in the case of transparent clear product or 15 units delta in the case of White Opal or Diffuser 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 D-1925-77).

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 20mm (1”) diameter, attaining a velocity of up to 20 m/s (44.7mph) (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).

Condensation Control The product “ThermaGlas Plus” shall retain its anti-fog quality over the surface for a period of 10 years from commencement date. The condensate control warranty only applies to ThermaGlas Plus products, not standard “non-Plus” materials.

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 A warranty claim shall be considered valid only if the below limited warranty registration section is completed and signed by the distributor on the date of sale.

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

Claims and Notifications
(continued)

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 New York, 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 New York, U.S.A., which will 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 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.



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