TUFTEX® POLYCARB

Limited Lifetime Residential Warranty / 10 Year Hail Warranty

Definitions
"Tuftex Polycarb®" Corrugated Polycarbonate sheets (hereinafter the "Product") are hereby warranted by Palram Americas, Inc. (hereinafter the "Manufacturer"), subject to the terms contained herein.

Scope of Warranty
This warranty applies only when the Product is used on a personal residence, and applies only for the lifetime of the consumer owning the residence (the "Owner") at the time the Product is installed. This warranty is non-transferrable. Any transfer of the property ends the warranty period.

Light Transmission Warranty
The Product shall not lose more than 8.5% of its light transmitting capacity for a period of ten (10) years from the Commencement Date and no more than 1% per year thereafter (the "Permitted Decrease") as a direct result of the effect of solar radiation as measured according to the procedures in ASTM D1003-77 (hereinafter referred to as "Decrease"). Decrease is measured by comparing the Product's original light transmitting capacity vs. a cleaned sample taken from the claim site.

Breakage Warranty
The Product shall not break due to excessive loss of impact strength 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, for a period of ten (10) years from the Commencement Date (hereinafter referred to as "Breakage").

Loss of impact strength will be determined by testing conducted by the Manufacturer 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 provided by the Owner. The Breakage warranty applies only if the sample is tested and broken such that water is permitted to leak through the sheet.

Commencement Date
The commencement date of this Warranty (the "Commencement Date") shall be the date of the Product's manufacture or, if such date does not appear on the Product, the date the Product was purchased from an authorized dealer or retailer.

Limitations
This warranty shall be valid only if:

- The Product is used for residential purposes as specified by the Manufacturer.
- The original proof of purchase is presented.
- The Product is stored, installed, handled, cleaned and maintained in accordance with the Manufacturer's written instructions which are available on-line at tuftex-ondura.com or by phone at (800) 777-7663 and is used only in a customary fashion.

Except for the Manufacturer's Breakage Warranty, the Product is not warranted against Decrease or Breakage due to natural disasters.

This warranty does not cover any costs and expenses of removal and installation of the Product or taxes or shipping cost or any other direct or indirect losses which may result from the Product failure.

Claims and Notifications — Every warranty claim must be submitted in writing to the Manufacturer or original dealer promptly after occurrence of Decrease or Breakage, enclosing the original sales receipt or other proof of purchase and this warranty. Owner may make only one claim under the warranty against Decrease for any particular installation over the lifetime of the Product. The claimant must allow the Manufacturer an opportunity 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, moved or altered in any way, or upon the Manufacturer's request, return a sample of the sheets to the Manufacturer for testing. The Manufacturer reserves the right to investigate independently the cause of any failure.

Compensation — If a claim is covered under this warranty, the Manufacturer will provide the Owner with free replacement Product or, at the Manufacturer's discretion, refund all or part of the original purchase price paid by Owner, in accordance with the Refund Tables listed below and on the next page. Replacement Product is warranted only for the balance of the warranty on the original Product.

Refund Tables

Loss of Light Transmission
If over a specific period of time the Product loses a greater percentage of its light transmitting capacity than the Permitted Decrease allowed during that time under the Light Transmission Warranty (i.e., 8.5% for first 10 years, and an additional 1% per year afterwards), and the Manufacturer elects to make a refund rather than supply replacement Product, the applicable refund percentages are as follows, based on the time elapsed from the Commencement Date to the time the loss is reported to the Manufacturer:

Time Elapsed After Commencement Date	Owner will be refunded this percentage of original purchase cost
To end of 3rd year	100%
End of 4th year	95%
End of 5th year	90%
End of 6th year	85%
End of 7th year	80%
End of 8th year	75%
End of 9th year	70%
End of 10th year	65%
End of 11th year	60%
End of 12th year	55%
End of 13th year	50%
End of 14th year	45%
End of 15th year	40%
End of 16th year	35%
End of 17th year	30%
End of 18th year	25%
End of 19th year	20%
End of 20th year	15%
After 20 years	Subtract 1% every year of service after 20 years; minimum of 5% is reached after 30 years.

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Refund Tables (continued)

Breakage

If the Product fails to meet the Breakage Warranty, and the Manufacturer elects to make a refund rather than supply replacement Product, the applicable refund percentages are as follows, based on the time elapsed from the Commencement Date to the time the Breakage isreported to the Manufacturer:

Time Elapsed After Commencement Date	Purchaser will be refunded this percentage of original purchase cost
To end of 3rd year	100%
End of 4th year	85%
End of 5th year	70%
End of 6th year	55%
End of 7th year	40%
End of 8th year	30%
End of 9th year	20%
End of 10th year	5%
After 10th year	0%

Example:

If by the end of the fifth year the Product has lost 10% of its original light transmission capacity, that loss is more than the Permitted Decrease, and it is not in compliance with the Light Transmission Warranty. The Manufacturer would elect either to provide 100% replacement Product or refund 90% of the original cost of the Product.

Jurisdiction

This limited warranty shall be governed by and shall be construed according to the laws of the Commonwealth 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 Commonwealth of Pennsylvania, USA, which shall have the exclusive jurisdiction in any such claim or dispute.

THIS LIMITED WARRANTY SHALL BE THE MANUFACTURER'S SOLE WARRANTY APPLICABLE TO THE PRODUCT. ANY OTHER CLAIMS FOR DAMAGE OR LOSS, 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. UNDER NO CIRCUMSTANCE SHALL THE MANUFACTURER BE LIABLE FOR ANY AMOUNT GREATER THAN THE ORIGINAL PRICE PURCHASER PAID FOR THE PRODUCT.

Disclaimer

THE MANNER IN WHICH THE MANUFACTURER'S PRODUCTS ARE USED AND THE PURPOSE TO WHICH THEY ARE PUT, AND ANY TECHNICAL ASSISTANCE AND INFORMATION PROVIDED BY THIRD PARTIES, ARE BEYOND THE MANUFACTURER'S CONTROL. THEREFORE, OWNER MUST INDEPENDENTLY DETERMINE TO OWNER'S SATISFACTION WHETHER THEY ARE SUITABLE FOR OWNER'S INTENDED USES. UNLESS THE MANUFACTURER OTHERWISE AGREES IN WRITING. EXCEPT AS SET FORTH IN THIS WARRANTY, ALL INFORMATION AND TECHNICAL ASSISTANCE FROM THE MANUFACTURER GIVEN IS WITHOUT WARRANTY OR GUARANTEE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. EXCEPT FOR THE MANUFACTURER'S EXPRESS WRITTEN WARRANTIES, OWNER ASSUMES AND HEREBY EXPRESSLY RELEASES THE MANUFACTURER FROM ALL LIABILITY, IN TORT, CONTRACT OR OTHERWISE, INCURRED IN CONNECTION WITH THE USE OF THE MANUFACTURER'S PRODUCTS, TECHNICAL ASSISTANCE AND INFORMATION. ANY STATEMENT OR RECOMMENDATION NOT CONTAINED HEREIN IS UNAUTHORIZED AND SHALL NOT BIND THE MANUFACTURER. THIS WARRANTY ONLY APPLIES TO PRODUCT SOLD AND USED IN THE UNITED STATES AND CANADA.

Other Remedies

TO THE EXTENT THE MANUFACTURER IS PROHIBITED UNDER ANY APPLICABLE LAW FROM EXCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT, THE DURATION OF ALL SUCH IMPLIED WARRANTIES IS EXPRESSLY LIMITED TO THE DURATION OF THE LIMITED WARRANTY OR, IF GREATER, THE MAXIMUM PERIOD REQUIRED BY APPLICABLE LAW. THIS WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE LIMITATIONS AND EXCLUSIONS IN THIS WARRANTY MAY NOT APPLY TO PARTICULAR OWNERS.

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