

SCOPE OF WARRANTY

TUFTEX® MASTER SERIES BUILDING PANELS made of PVC (the "Panels") are warranted by Palram Americas, Inc., 9735 Commerce Circle, Kutztown, PA 19530 ("Palram"). This 10-year warranty ("Warranty") is given to the original purchaser of Panels from an authorized retail outlet or distributor (the "Original Purchaser") and is transferrable only one time, when installed by a professional installer in accordance with Palram instructions and care and maintenance guidelines, within 120-days of the original purchase date.

INCEPTION DATE

The inception date shall be the date the Tuflex Master Series PVC Panels were purchased from an authorized retailer or distributor. This warranty applies to Tuflex Master Series PVC Panels purchased on or after April 30, 2024.

WARRANTY

Tuflex Panels are warranted to be free from manufacturing defects for a period of ten (10) years beginning with the Inception date. This specifically states that the panels are warranted to maintain a good surface condition and to not rot, crack, or corrode when kept clean through semi-annual washing, or more frequent washing when necessary.

This warranty only applies to panels stored, installed, and maintained in accordance with Palram recommendations and guidelines; as well as recognized construction standards. Surface wear, scratches, and color variations are not defects and this not covered by this warranty. This warranty does not cover any loss or damage from misuse of these panels or any conditions outside the control of Palram. Panels are not warranted for vandalism, fire, storms including hail, wind, lightning, load weight, prolonged UV exposure, unusual stressed, or any other conditions provided those conditions are not explicitly mentioned in the preceding paragraph.

LIMITATIONS

This Warranty will apply to the PVC Panels if:

1. Proof of purchase is presented from the authorized retail outlet or distributor. Where product was installed by a third-party, records related to the labor and use of materials will suffice provided Palram can verify the correct Inception Date.
2. Tuflex Panels are stored, applied, installed, and used in accordance with Palram written installation guidelines (available from your place of purchase or directly from Palram at tuflex-ondura.com) and not installed in any noncustomary job or fashion. Such installed guidelines include, but are not limited to: proper purlin spacing, proper roof slope, correct side facing sun, proper ventilation, avoiding contact with chemicals and other incompatible materials, proper fastening devices and avoiding over-tightening of fasteners.
3. Panels are not thermoformed and/or otherwise manipulated or adversely affected by fastening, connection devices, sealants, other non-Palram products, or the misuse of other Palram products.
4. Panels are not warranted against impact damage.

COMPENSATION

In the event that Palram is notified of product failure within ten years of inception date via "Claim Requirements" Palram will provide replacement material at a discount, or at its option, refund the original purchase price through an authorized retail outlet or distributor at the amount as indicated by the Pro Rata Depreciation below. This warranty does not cover cost of removing defective panels or inconvenience. The cost of structure fabrication or installation of the replacement panels provided pursuant to this Warranty is the sole responsibility of the Original Purchaser or the party the material was transferred to, under the conditions of this Warranty.

Palram reserves the right to discontinue or modify any of its products, including color, shape and size without notice to the original purchaser, and shall not be liable as a result of such discontinuation or modification. Replacement material may vary in color in comparison to the original product as a result of normal weathering. If Palram replaces any material under this "Warranty", it may substitute products determined by Palram in its sole discretion to be of comparable quality or price. Palram shall not be obligated to pay freight charges for delivery of material.

PRO RATA DEPRECIATION

Compensation in any format is subject to a pro rata depreciation of 10% per year, first beginning with the three hundred sixty sixth (366) day after the Inception Date.

LIABILITY

Palram Americas, Inc.'s liability is limited to providing replacement sheets as set forth above. Palram Americas, Inc. will not be responsible for any indirect or consequential damages that may occur.

DISCLAIMER

NO EXPRESS OR IMPLIED WARRANTIES HAVE BEEN MADE EXCEPT FOR THE LIMITED WARRANTY MADE ABOVE. THIS LIMITED WARRANTY AND THE ASSOCIATED LIMITED REMEDY ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. EXCEPT FOR THE LIMITED WARRANTY MADE ABOVE, PALRAM AMERICAS, INC. DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, UNDER NO CIRCUMSTANCES SHALL PALRAM AMERICAS, INC. BE LIABLE TO THE ORIGINAL PURCHASER OR ANY OTHER PERSON OR ENTITY FOR SPECIAL INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PANELS, WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION, OR OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If any portion of this document shall be held ineffective or void, for any reason, the remainder shall remain in effect. This Limited Warranty shall apply exclusively to panels installed in North America, be interpreted under Pennsylvania law and any legal action relating to the Limited Warranty shall be brought only in Pennsylvania courts.

