

MultiWall[™] Building Panels 10-Year Limited Warranty

TUFTEX® MULTIWALL™ PANELS ARE WARRANTIED FOR 10 YEARS STARTING FROM THE PURCHASE DATE, ON THE FOLLOWING CONDITIONS:

INCEPTION DATE

The inception date shall be the date the TUFTEX MultiWall panels were purchased from an authorized retail outlet. This warranty applies to TUFTEX MultiWall panels purchased on or after April 30, 2024.

A) WEATHERABILITY

The change of yellowing index established in accordance with ASTM D 1925 standard should be less than 10 delta after 10 years, in relation to the original value.

• Light transmission established by the EN 410 ed. 04/98 standard, will not be inferior to 6% after 10 years in comparison to the original value.

B) BREAKAGE

The 10 year warranty refers to the following properties:

No breakage from the direct effects of weather conditions and/or hail impact.
In this warranty the term "impact" refers to a hail simulation test that shall be done on a sample of damaged product, during which no breakages occur with the impact of 20 mm diameter polyamide spheres with a velocity of 21 m/s. The warranty does not include any other causes of impact failures.

C) WARRANTY TERMS AND CONDITIONS

- c.1 The warranty is available only for TUFTEX MultiWall panels handled, stored, installed and preserved according to Palram Americas, Inc. recommendations, and they should not have been in contact with chemical or corrosive substances.
- c.2 The warranty is available for the TUFTEX MultiWall panels installed with the U.V. protected side correctly exposed to the sun light. On the panels and the panel's surfaces there must be no scratches or abrasions.
- c.3 The warranty is applicable to the TUFTEX MultiWall panels with a minimum thickness of 6 mm. This warranty is available for clear panels, installed vertically or in a sloping way. Color panels may be subject to deviation.
- c.4 Every request of application of the following warranty must be submitted directly from the Customer, within 10 days from the defect appearance, to Palram Americas, Inc., including the following documents: sale invoice, complete product code and defective quantity.
- c.5 The mentioned warranty is applicable to the products sold by Palram Americas, Inc. only.

D) WARRANTY EXCEPTIONS

In addition to proper installation, warranty exception(s) include not following one or more of the following recommendations and/or instructions:

• The TUFTEX MultiWall panels should be installed per our instructions and with the UV protected side exposed externally.

• The TUFTEX MultiWall panels have to be stored and are protected by U.V. radiation and rain before use.

• The TUFTEX MultiWall panels have to be protected from chemical and corrosive substances.

• The TUFTEX MultiWall panels can not to be scratched or dented and care has to be exercised when handling.

• The TUFTEX MultiWall panels can not be thermoformed, curved by heating or modified by tools or techniques which could compromise their characteristics or cause flaws.

• The TUFTEX MultiWall panels can not be sealed or cleaned with unsuitable substances.

• The TUFTEX MultiWall panels must not use gaskets and/or clamps unsuitable for the product.

- The TUFTEX MultiWall panels have to be curved per the technical instructions of Palram Americas, Inc.
- The warranty is not applicable in case of damages caused by accidental events or vandalism.
- The warranty is not applicable if the customer does not submit all the documents mentioned in point c.4 or if the customer does not allow inspection at the
- installation site or does not send a significant sample to Palram Americas, Inc. in order to allow for respective analysis.

• The costs of installation, removal, transportation or damages to third parties are excluded.

E) LIMITED RESPONSIBILITY

If the request of warranty application is exhibited in the warranted period, and the damage is reliable, Palram Americas, Inc. will provide free of charge materials for substitution in accordance with the following table:

In the case that Palram Americas, Inc. cannot provide the claimed panels in reasonable time, may, only on its unquestionable judgment, refund the original purchase cost in accordance with the above mentioned table.

ELAPSED TIME FROM PURCHASE DATE	MATERIAL IN SUBSTITUTION
Until 5th Year	100%
6th Year	75%
7th Year	60%
8th Year	45%
9th Year	30%
10th Year	15%

F) COMPETENT COURT

Legitimate claims are to be heard in a competent court in Pennsylvania. ANY OTHER CLAIMS FOR DAMAGE OR LOSS, EITHER DIRECT OR INDIRECT, WHATEVER THE CAUSE THEREOF, ARE EXPRESSLY EXCLUDED FROM THE WARRANTY.

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.

