



# PALIGHT® Premium / PALIGHT® EPS

## Manufacturer's 3 (Three) Years Limited Warranty

### Definition

PALIGHT Premium white and PALIGHT EPS white, flat, rigid, foam PVC sheets (hereinafter the "Product") are hereby warranted by PALRAM Americas, Inc. (hereinafter the "Manufacturer"), subject to any other terms contained herein.

### Scope of Warranty

This warranty applies only to and may be enforced only by the party who owns (the "Owner") the Products when they are installed.

### Discoloration

The Product shall not display a discoloration of more than 10 units delta YI (hereinafter a "Defect") for a period of 3 years from the commencement date as a direct and exclusive result of the impact of internal standard light (fluorescent, incandescent, halogen, or LED only, and not ultraviolet, infrared or other) as measure pursuant to the procedures specified in ASTM E-313-05.

### Commencement Date

The commencement date for this warranty 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, installed, cleaned, and maintained in accordance with Manufacturer's written instructions, which are available online at [www.PalramAmericas.com/PalightPremium](http://www.PalramAmericas.com/PalightPremium) and/or [www.PalramAmericas.com/PalightEPS](http://www.PalramAmericas.com/PalightEPS). In accordance with Manufacturer's policy of continual product development, users and installers should check with their local supplier or Manufacturer's web sites to ensure that users have obtained the most up to date information.
- This warranty shall be valid only if the product is used indoor, not exposed to sunlight, or heat sources.
- The product distance from any light source must not be less than 1 m.

The Product is not warranted against natural disasters or color changes due to exposure to sunlight, artificial ultraviolet light sources, smoke, fumes or incompatible chemicals. See [www.PalramAmericas.com/Tech](http://www.PalramAmericas.com/Tech) for a non-exclusive list of certain chemicals known to be incompatible with the Product. However, responsibility remains with the owner or end user to test for and determine chemical compatibility with the proposed application.

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 Defect.

### Claims and Notifications

Every warranty claim must be submitted in writing to the Manufacturer within the warranty period and immediately after occurrence of discoloration, enclosing the original sales receipt or other proof of purchase, photographs of the issue, and this warranty. 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 or moved or altered in any way or, on 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.

Owner may make only one claim under this Warranty against the defect for any particular installation.

### Compensation

If a claim is covered under this warranty, the Manufacturer will provide the Owner with free replacement 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:

- If a valid claim for discoloration is made in accordance with this warranty within 1 (One) year of the commencement date, Manufacturer will provide free replacement product or, at its exclusive option, refund the original purchase price.
- If a valid claim for discoloration the Manufacturer is made in accordance with this warranty more than 1 (One) year after commencement date, Manufacturer will provide replacement Product. The replacement price to be paid by the Owner will be 30% of the Manufacturer's list price ("List Price") at the time of replacement, multiplied by the number of years from commencement date to the replacement time, but not exceeding 90% of the pricelist Price. The manufacturer at its exclusive option may refund the difference between the List price and the replacement price as above, instead of providing replacement Product.

The Manufacturer's liability does not include any costs of removal and installation of Product, taxes or shipping costs, reprinting or other processing or fabrication of goods made using the Product. Replacement Product is warranted only for the balance of the warranty on the original Product.

### Jurisdiction

This limited warranty shall be governed by and shall be construed according to the laws of the Commonwealth of Pennsylvania, USA, excluding its laws or conflict of laws. 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.



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#### **Disclaimers**

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 LIST PRICE FOR THE PRODUCT THAT DID NOT CONFORM TO THIS WARRANTY.

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 JURISDICTIONS 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.

#### **PALRAM AMERICAS**

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