

# AG-TUF® 10-Year Limited Warranty

## Definitions

"Ag-Tuf®" corrugated PVC panels (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 commercial structure, and applies only to the original owner (the "Owner") at the time the Product is installed. In this warranty, "Owner" shall also mean a lessee or sublessee who installs the Product or contracts to have it installed at a leased property which it occupies at the time of installation.

The panels are warranted for 10 years for the following (hereinafter "Product Claims"):

- Material Quality: Will maintain good surface condition. Will not corrode or rot or be affected by dampness.
- Structural Reliability: Will remain structurally rigid.
- Safety: Will remain non-conductive and non-flammable.

## 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 first sold by the Manufacturer to a distributor, retailer, other reseller or end user, as applicable.

## Limitations

This warranty shall be valid only if:

- The Product is used for commercial 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 <https://www.palram.com/us/product/ag-tuf-pvc-corrugated-sheets> or by phone at 800.999.9459 and is used only in a customary fashion.

This warranty does not cover any loss or damage from misuse, abuse, fire, vandalism, storms including hail, wind, lightning, natural disasters or other accidents or unusual stresses or weights or other conditions beyond the control of Palram Americas. 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 Product Claims, enclosing the original sales receipt or other proof of purchase and this warranty. Owner may make only one claim under the warranty against Product Claims 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 a part of the original purchase price paid by Owner equal to a pro-rated depreciation charge of 10% of original purchase price per remaining year under warranty term (based on 10 years).

## 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.