



Palram Industries Ltd.



# SUNGLAZE®

## MANUFACTURER'S 15 YEARS LIMITED WARRANTY

**Customer: Project: PALRAM invoice #:**

### Definition

"SUNGLAZE® Solid Polycarbonate Standing-Seam architectural system of 3mm-4mm thickness or above (hereinafter "the **Products**") are hereby warranted by PALRAM INDUSTRIES (1990) LTD. (hereinafter "the **Manufacturer**"), subject to any other terms contained herein:

### Manufacturer's Details:

Palram Industries (1990) Ltd

Address: c/o Palram Australia Pty Ltd ACN 102 673 932, 34 Buys Court, Derrimut, VIC 3030,

Tel No: 03-9219 4444. Email: [palram.australia@palram.com](mailto:palram.australia@palram.com)

### Scope of Warranty

#### Light Transmission

In addition to any rights and remedies under Australian Consumer Law, the Manufacturer warrants (subject to the conditions set out below) that for a period of 15 years as from the commencement date, as defined below (the "**Warranty Period**"), the Product shall not lose its ability to transmit light (ie. – that the loss of light-transmittance will not exceed 11% in 15 years hereinafter called "**decrease**"), as a direct and exclusive result of solar radiation impact (as measured on clean unscratched sample according to ASTM D-1003-77).

#### Impact Resistance

For a period of 15 years from the commencement date, the Product shall not break due to loss of impact strength as a direct and exclusive result of weathering and/or, shall not break as a direct and exclusive result of the impact of hail, measuring up to 20mm diameter, attaining a velocity of up to 21 m/s. (Loss of above capability shall be hereinafter referred to as "breakage").

Excessive loss of impact strength will be determined by test 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. This warranty applies only if the sample will be brittle broken in this test into separate pieces (shatter).

#### Commencement Date

The commencement date 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.

#### Claims and Notifications

Every warranty claim must be notified in writing to the Manufacturer within the warranty period and immediately after occurrence of decrease or breakage, enclosing the original sales receipt and this warranty.

The claimant must allow the Manufacturer 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 and/or return the sheets to the Manufacturer for testing. The Manufacturer reserves the right to investigate independently the cause of any failure.

#### Compensation

If a claim under this limited warranty is justified, the Manufacturer will provide the purchaser with free substitute 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:

In the event the Manufacturer is duly notified of decrease or breakage within 7 (Seven) years of the commencement date, and a claim upon such decrease or breakage is properly made and approved, the Manufacturer will provide free substitute product or, at its exclusive option, refund the original purchase price.

In the event the Manufacturer is duly notified of decrease or breakage after more than 7 (Seven) years from the commencement date, and claim upon such decrease or breakage is properly made and approved, the Manufacturer will provide substitute product.

The replacement price to be paid by the purchaser will be 6.66 % of the Manufacturer's effective price at the time of replacement, multiplied by the number of years from commencement date to replacement time, but not exceeding 53% of the Manufacturer's then effective price.

The Manufacturer at its exclusive option may refund the difference between the effective price and the replacement price as above, instead of providing substitute product. The Manufacturer's liability does not include any costs of removal and installation of panels and the manufacturer will not be liable under this limited warranty for any other claim for direct or indirect damage or loss or for consequential loss arising from failure.

#### Limitations

This limited warranty will not apply when the damage is caused due to:

- Impact of hail greater than 25mm;
- Extreme weather conditions including but not limited to hurricane, cyclone or tornado;
- Accidents, vandalism fire or other;
- Failure to comply with Manufacturer's instructions for handling, storage, installation, cleaning and maintenance

#### Jurisdiction

This limited warranty shall be governed by and shall be construed according to the laws of the State of Israel. The Israeli court in Haifa shall have the exclusive jurisdiction. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure.