

DYNAGLAS PLUS®

10 YEAR LIMITED WARRANTY

for condensation control.

This warranty for condensation control shall be an appendix of and an addition to the Manufacturer's Limited Warranty, and when presented together with the Manufacturer's Limited Warranty forms an integral part thereof.

It is hereby warranted by Palram Industries (1998) Limited (hereinafter "the Manufacturer"), that for a period of Ten (10) years from the commencement date as hereunder defined, "DynaGlas® Plus" (hereinafter "the Product") shall not fail in its ability to provide condensation control, as specified below.

1. The commencement date of this warranty shall be the date of the product's manufacture, or as designated in the Manufacturer's Limited Warranty.

2. This warranty applies in the case that the Product will not maintain at least 80% of the available visible light transmission in the range of 400 to 700 nm, when the panels are installed in an operational commercial greenhouse or similar simulated laboratory test stand which allows the minimum inside temperature to be 20°C greater than the exterior temperature, and relative humidity levels of 80% or more can be maintained in the interior environment, and in which the panels are properly cleaned and serviced according to the written instructions furnished by the Manufacturer (hereinafter "failure").

The warranty does not cover condensation control failure caused by other intentional or non-intentional means, whether greater or lesser than the means that defined above.

3. It is a pre-condition to the validity of this warranty that the Product was installed in strict accordance with the Manufacturer's instructions. Such instructions are contained in the Product Technical and Installation Guide and includes requirements such as:

- Installing the product with its UV protected side outwards/upwards and the condensation control side inwards/downwards.
- Avoiding contact with chemicals, paints, adhesives, non-approved cleansing agents or other incompatible materials
- Using structural support systems for condensate collection.
- Using only Neoprene or EPDM washers, *never* P.V.C. washers, when fastening panels.
- Using fastener spacing according to the manufacturer's recommendations in the Technical and Installation Guide.
- Maintaining a proper roof slope according to required slope in the Installation Guide.
- Maintaining proper roof purlin distance and cutting, drilling and fastening according to the instructions and diagrams in the Technical and Installation Guide.
- Curving according to the Manufacturer's recommendations for purlin distance and curve radius.
- Any other instructions which is contained in product brochures, labels, instruction sheets, diagrams

or other promotional literature.
4. This warranty is not valid where the failure is caused by:

- Mechanical erosion of the inner layer of the product, except for the normal erosion by condensation water flow.
- Condensate drip at an attachment of the product to any structural member not designed to collect and/or remove condensation from the panel.
- Condensate drip from clogged or non-functioning drainage and collection systems.
- The inner surface of the product has been affected by unapproved chemicals or cleaning procedures used inside or outside of the greenhouse.

5. In the event of Product failure, the Manufacturer reserves the right to investigate independently the circumstances of such failure, including checks with local Meteorological Survey and others, and verification of failure through independent testing laboratories.

The test procedures are to comply with those which will be made available upon request from the Manufacturer, which shall include that the light transmission tests related to the condensation control performance is to be measured by a Li-Cor 1800 spectroradiometer or equivalent equipment approved by the Manufacturer.

6. In the case of a verified failure and a claim regarding such a failure properly made and approved prior to the expiration of seven years from commencement date, then the Manufacturer will either provide a field treatment to the product, which will bring its performance into accordance with the conditions as set in paragraph 2 above, or will provide replacement panels CIP terms, at a fraction of the current market value of the panels.

The replacements price to be paid by the purchaser will be calculated as follows: 1/84th of the then effective price of the product multiplied by the number of months which have passed from the commencement date until the time of the report of the failure.

7. THE MANUFACTURER'S LIABILITY IS LIMITED TO PROVIDING FIELD TREATMENT AND/OR REPLACEMENT PANELS IN THE ABOVE CIRCUMSTANCES. THE MANUFACTURER WILL NOT BE RESPONSIBLE FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES. WHERE ANY LAWS RESTRICT LIMITED LIABILITY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES THIS WARRANTY WILL BE LIMITED IN ACCORDANCE WITH SUCH LAWS.



PALRAM AMERICAS
Horticultural Products Division
Formerly SPS International

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DG Plus Warranty 1.1.03 North America

DYNAGLAS®

LIMITED WARRANTIES



PALRAM AMERICAS
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DYNAGLAS®

10 YEAR LIMITED WARRANTY on light transmitting capacity due to excessive yellowing.

I. SCOPE OF WARRANTY:

It is hereby warranted by Paltough-Palram, Ltd. (hereinafter the "manufacturer"), subject to any other terms contained herein that for period of 10 years from the commencement date as defined below, DYNAGLAS (herein after the "Product"), shall not lose more than 10% of its light-transmitting capability as a direct and exclusive result of the impact of solar radiation (as measured pursuant to the procedures specified in ASTM D-1003-77) (loss of above capability in excess of 10% shall hereinafter referred to as a "Decrease").

II. 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.

III. BREAKAGE

Any breakage or damage resulting from hail precipitation is covered exclusively by the Appendix to Warranty "Hail Damage Warranty".

IV. LIMITATIONS

This Warranty shall be valid only:

A. If the product is installed and maintained in accordance with Manufacturer's written instructions, and is not used in any non-customary fashion; and

B. If the Product is not thermoformed and not otherwise adversely affected by connecting, fastening or sealing; or

C. Where Decrease is not due to product alteration or damage directly or indirectly caused by fire, vandalism, structural defects at the site of installation, natural disasters, improper storage or installation (including, but not limited to storage or installation with non-protected side exposed), and negligence (including, but not limited to negligently transporting and/or installing the Product). Further, this Warranty shall not apply to a Decrease caused by the accumulation of dirt, lack of proper maintenance scratches, chemicals, paint or any other similar factor.

V. NOTIFICATION

A Warranty claim will be honored:

A. If Manufacturer is notified of such claim within 30 days of Decrease and provided with written proof of purchase and this Warranty; and

B. If the claimant allows inspection by the Manufacturer at the installation site, if so requested.

VI. JURISDICTION

This Warranty is governed by and shall be construed according to the laws of the State of Israel. Any claim or dispute relating to the Product and/or this Warranty shall be exclusively brought before the appropriate court in Haifa, Israel, which shall have the exclusive jurisdiction in any such claim or dispute.

VII. COMPENSATION

A. In the event the Manufacturer is duly notified of Decrease within five (5) years of the Commencement Date, and a claim upon such Decrease is properly made and approved, Manufacturer will provide free substitute Product or, at its sole option, refund the original purchase price.

B. In the event the Manufacturer is duly notified of Decrease after more than five (5) years from the Commencement Date, and claim upon such Decrease is properly made and approved prior to the expiration of ten (10) years from the Commencement Date, Manufacturer will provide substitute Product, CIF U.S.A. Port. The replacement price to be paid by the purchaser will be calculated by multiplying 1/120th of the then effective price of the Product by the number of months which have passed from the Commencement date until the time of the claim.

THE REMEDIES SET FORTH IN THIS WARRANTY CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO PURCHASER AND SAVE AS SET FORTH HEREIN, MANUFACTURER SHALL BE UNDER NO LIABILITY WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY COST AND/OR EXPENSE EXCEEDING ITS LIMITED OBLIGATIONS SET FORTH HEREIN.

THE WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED WHETHER STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

DYNAGLAS®

5 YEAR LIMITED WARRANTY against breakage due to hail.

This Warranty for hail damage shall be an appendix of and an addition to the Manufacturer's Limited Warranty, and when presented along with the Manufacturer's Limited Warranty forms an integral part thereof.

It is hereby warranted by Paltough-Palram, Ltd. (hereinafter the "manufacturer"), that for a period of five (5) years from the commencement date as hereunder defined, DynaGlas (hereinafter the "product") shall not fail or break as a direct and exclusive result of the impact of hail, as specified below.

1. The commencement date of this warranty shall be the date of the Product's manufacture, or as designated in the Manufacturer's Limited Warranty. The warranty does not cover impact failure caused by other intentional or non-intentional means, whether higher or lower than the impact as defined above.

2. DynaGlas sheets must be installed in strict accordance with the manufacturers instructions. Such instructions are contained in the DynaGlas technical brochure and includes such requirements as:

- avoiding contact with chemicals, paints, adhesives, cleansing agents or other incompatible materials
- using only EPDM or Neoprene washers, never P.V.C. washers, when fastening sheets
- placing the correct side of the sheet facing outwards
- spacing screws properly and without over tightening according to the manufacturer's table of recommendations
- maintaining proper roof pitch
- maintaining proper purlin distance during installation
- cutting, drilling, and fastening according to the instructions and diagrams in the manufacturer's brochure
- curving according to manufacturer's recommendations for purlin distance and curve radius
- any other instructions which may be contained in product brochures, labels,

instruction sheets, diagrams or other promotional or professional literature

3. This warranty applies in the case of hail measuring up to one inch diameter in size, and attaining up to 20 meter/sec. in velocity.

4. In the case of a claim of product failure, the manufacturer must be notified by the user within 15 working days. Moreover, the manufacturer reserves the right to inspect any and 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. Such inspection shall be conducted by the manufacturer's technical personnel or the manufacturer's designated representatives within five working days after notification.

In addition, the manufacturer reserves the right to investigate independently the circumstances of such failure, including checks with the local Meteorological Survey and others.

5. In the case of verified product failure, the manufacturer will supply replacement sheets at a fraction of the current market value of the sheets. The replacement price to be paid by the purchaser will be calculated as follows: 1/60th of the then effective price of the product multiplied by the number of months which have passed from the commencement date until the time of damage.

6. THE MANUFACTURER'S LIABILITY IS LIMITED TO PROVIDING REPLACEMENT SHEETS IN THE ABOVE CIRCUMSTANCES. PALTOUGH LTD. WILL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES.



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