



Palram Industries, Ltd. (1990)

# Limited Warranty

## PALGARD®

### Manufacturer's 7 (Seven) Year Limited Warranty

Customer Name: \_\_\_\_\_ Date of Sale: \_\_\_\_\_

Distributor Name: \_\_\_\_\_ Distributor PO #: \_\_\_\_\_

#### DEFINITIONS

"PALGARD® Solid flat transparent Polycarbonate sheets, abrasion resistant on one or two sides (hereinafter "the Product") are hereby warranted for breakage, coating failure, excessive increased haze and excessive yellowing or loss of light transmission due to manufacturing defect by PALRAM Americas, Inc. (herein after "the Manufacturer"), for a period of 7 (Seven) years from Commencement Date subject to the definitions, terms and conditions contained herein:

#### SCOPE OF WARRANTY

**Installation** — This warranty applies only when the Product is used in flat vertical architectural glazing, specifically excluding transportation, outdoor recreational and off-road vehicle applications.

**Breakage** — The warranty against breakage applies only to sheet fabricated, installed, and cleaned according to the Manufacturer's recommendations. PALGARD® sheet is substantially stronger than acrylic and resists impact, abuse, and vandalism. However, no material can be described as unbreakable, for it is impossible to account for all types of usage.

**Coating Failure** — The Product shall not display failure in the abrasion resistant coating. Determination of coating failure is when the coating treatment shows signs of flaking from the surface that indicates loss of adhesion between the surface treatment and the substrate, which must be visibly detectable without the aid of instruments. Such flaking within the 7-year period shall be hereinafter referred to as a "decrease". If the coating does not meet these criteria it will not be subject to any form of claim.

**Abrasion Resistance** — The Product will not exhibit an increase in haze more than 15%. Testing criteria: The sample as manufactured shall be abraded according to ASTM D1044-08 (Standard Test Method for Resistance of Transparent Plastics to Surface Abrasion) for 100 cycles with a 500 gram load using a CS-10F wheel.

**Yellowing and Light Transmission** — The warranty against loss of light transmission applies only to Clear Transparent PALGARD® sheet. The Yellowness Index (YI) of PALGARD® sheet (CLEAR ONLY) cleaned according to the recommendations of the manufacturer shall be less than 5.0 during a five-year period from the date of sale, and shall be less than 10 during a seven-year period from the date of sale as determined according to ASTM E 313-05 modified by the Manufacturer as measured with a Hunter Labs spectrophotometer. The light transmission characteristics of PALGARD® sheet, cleaned according to the

recommendations of the Manufacturer shall not decrease (from its initial manufactured value) by more than 5% during a five-year period from the date of sale nor by more than 7% during a seven-year period from the date of sale when tested by the procedure specified in ASTM D1003 modified by the Manufacturer.

This warranty is limited to excessive yellowing and light transmission losses due to the degradation of PALGARD® sheet and does not cover yellowing or light transmission losses due to dirt, atmospheric deposits, abrasion, or changes in the physical structure of the PALGARD® sheet. You should be aware that all glazing and outdoor sign materials are subject to irreversible depositions of atmospheric elements and can be expected to show signs of hazing eventually. Regular proper cleaning will significantly reduce, but not eliminate, that process (see product data sheet for cleaning and maintenance instructions).

#### 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.

#### LIMITATIONS

This warranty shall be valid only if the product is handled, stored, cleaned, installed and maintained in accordance with Manufacturer's written recommendations.

#### CLAIMS AND NOTIFICATIONS

Every warranty claim must be submitted in writing to the Manufacturer or original dealer 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 the Product breaks, incurs coating failure, exhibits increased haze, or exhibits excessive yellowing or loss of light transmission, in each case within seven (7) years from the date of sale, due to a manufacturing defect and approved

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## PALGARD® Manufacturer's Limited 7 Year Warranty (continued)

by the Manufacturer as such, subject to the definitions and conditions set forth herein, then the purchaser will receive a free replacement sheet, provided the claimant complies with the Claims and Notifications clause stated herein. If a replacement sheet cannot be provided within fourteen days, the Manufacturer may opt to refund the original sheet purchase price.

This Manufacturer's warranty does not cover any costs and expenses of removal and installation of sheets or any other direct or indirect loss(es) which may result from the sheet failure.

### JURISDICTION

THIS LIMITED WARRANTY SHALL BE GOVERNED BY AND SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE 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 STATE 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 EITHER 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.

### Cleaning Procedures & Cleaning Agents

The proprietary UV and Abrasion resistant surface coating on PALGARD® significantly improves long-term performance. Periodic cleaning using proper procedures and compatible cleaners is recommended to prolong service life. For general cleaning, it is recommended that the following instructions and cleaning agents be used.

#### Procedures:

1. Wash with a mild solution of soap or detergent and lukewarm water.
2. Using a soft cloth or sponge, gently wash the sheet to loosen dirt and grime and rinse well with clean water.
3. To prevent water spotting, thoroughly dry with chamois or cellulose sponge.
4. Avoid the use of abrasive cleaners, squeegees and/or other cleaning implements that may mar or gouge the coating.

**Cleaning agents** which have been found to be compatible with PALGARD® sheet under laboratory conditions include:

#### Aqueous Solutions of Soaps and Detergents

- Formula 409®
- Joy®
- Windex D with Ammonia D® with a secondary rinse.
- Top Job®
- Palmolive Liquid®

#### Organic Solvents \*

- Hexcel F.O 554  
(Butyl Cellosolve)
- Naphtha VM&P (Turco 5042)
- Kerosene  
(Neleco-Placer)

\*Note: All residual organic solvents should be removed

#### Alcohols

- Methanol
- Isopropyl Alcohol

#### Graffiti Removal:

A. Butyl cellosolve (for removal of paints, marking pen inks, lipstick, etc). The use of masking tape, adhesive tape or lint removal tools works well for lifting off old weathered paints.

B. To remove labels, stickers, etc., the use of kerosene of VM&P naphtha are generally effective. If the solvent will not penetrate sticker material, apply heat (hair dryer) to soften the adhesive and promote removal.

**IMPORTANT:** If a material is found to be incompatible in a short-term test, it will usually be found to be incompatible in the field. The converse, however, is not always true. Favorable performance is no guarantee that actual end-use conditions have been duplicated, therefore, these results should be used as a guide only and it is recommended that the products be tested under actual end-use conditions by the user.

### DISCLAIMER

The manner in which you use and the purpose to which you put and utilize our products, technical assistance, and information (whether verbal, written or by way of production evaluations), including any suggested formulations and recommendations are beyond our control. Therefore, it is imperative that you test our products, technical assistance, and information to determine to your own satisfaction whether they are suitable for your intended uses and applications. This application-specific analysis must at least include testing to determine suitability from a technical as well as health, safety, and environmental standpoint. Such testing has not necessarily been done by us. Unless we otherwise agree in writing, all products are sold strictly pursuant to the terms of our standard conditions of sale. All information and technical assistance is given without warranty or guarantee and is subject to change without notice. It is expressly understood and agreed that you assume and hereby expressly release us from all liability, in tort, contract or otherwise, incurred in connection with the use of our products, technical assistance, and information. Any statement or recommendation not contained herein is unauthorized and shall not bind us. Nothing herein shall be construed as a recommendation to use any product in conflict with patents covering any material or its use. No license is implied or in fact granted under the claims of any patent.

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