



Palram Industries, Ltd. (1990)

Limited Warranty

PALIGHT Outdoor® Express 25 Year Limited Warranty

PALRAM Americas ("PALRAM") hereby warrants that the PALIGHT Outdoor Product ("Product") will be free from manufacturing defects that cause the Product to delaminate, corrode, rot, or excessively swell for twenty-five (25) years from the date of original purchase.

PALRAM's liability under this express Limited Warranty ("Warranty") is limited to replacement of the defective Product or, if PALRAM so chooses, a refund of what you paid for the Product, as verified by the applicable receipt. This is your **SOLE AND EXCLUSIVE REMEDY** for claims under this Warranty.

THIS WARRANTY IS SUBJECT TO THE FOLLOWING LIMITATIONS AND CONDITIONS:

- (1) You must be the person who owns the property where and when the Product is installed. You may not transfer this warranty to another owner of the property or anybody else, and this warranty does not apply if the Product is installed or moved anywhere else.
- (2) The Product must have been purchased from an authorized PALRAM dealer. (3) This warranty does not cover damage to the Product as a result of:
 - (a) intentional or accidental misuse, abuse or other damage, including vandalism, impact of foreign objects, improper maintenance, use of incompatible accessories or application of harmful chemicals;
 - (b) installation of the Product or its structural supports in violation of PALRAM's instructions and guidelines, including use of the Product to bear excessive loads;
 - (c) damage to the structural supports or accessories used with the structural supports (including, but not limited to, settlement, movement, distortion, warping or cracking);
 - (d) ordinary and expected weathering due to exposure to the elements (which may include fading, darkening or chalking);
 - (e) weather events and other Acts of God (including, but not limited to, earthquakes, hurricanes, floods, tornadoes, ice, snow, hailstorms, fire, windstorm and lightning); or
 - (f) acid rain, industrial emissions, air pollution or other harsh atmospheric or environmental conditions.
- (4) This warranty does not cover any paint or other coatings applied by you or anyone else. Failure to follow PALRAM's recommendations regarding paints and other coatings may void this Warranty.
- (5) This warranty only applies to non-commercial use of the Product.
- (6) This Warranty is the only warranty made by PALRAM to you with regard to the Product. **ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE LENGTH OF THE WARRANTY PERIOD PROVIDED ABOVE OR ON THE APPLICABLE WARRANTY CERTIFICATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.** You are solely responsible for determining whether this Product is suitable, effective or safe for your intended use(s) or application(s) and whether your use(s) or application(s) comply with local governmental codes or restrictions.
- (7) PALRAM will not be responsible for the cost of any labor, installation, re-installation, loss of time, inconvenience, damage to other property or persons, loss of use of the property, freight, taxes, shipping or any other costs related to the defective Product.
- (8) **PALRAM ALSO WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER THIS WARRANTY OR OTHERWISE.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

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PALIGHT® Outdoor Express 25 Year Limited Warranty (continued)

MAKING A WARRANTY CLAIM

To make a claim under this Warranty, within ninety (90) days from your discovery of the defective Product, you must send: (1) your proof of purchase; (2) photo(s) of the defective Product; and (3) a written description of the defects to:

PALRAM Americas
Arcadia West Industrial Park
9735 Commerce Circle
Kutztown, PA 19530

The defective Product must remain installed until PALRAM makes a determination regarding the defective Product. PALRAM may investigate any claim made by you under this Warranty and test the defective Product. your failure to keep the defective Product installed and permit such investigation and testing may void PALRAM's Warranty.

No representative, agent or dealer has any authority to change the terms of this Warranty, give any other warranties, or make any statements or representations regarding the Product except for those specifically contained in this Warranty or PALRAM's Product documents. This Warranty may not be amended or altered except by a written statement signed by PALRAM's authorized representative and you. PALRAM will not be bound by any statements or representations made to you that go beyond the terms of this Warranty.

Some states may not permit the limitations stated above. This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

PALRAM AMERICAS

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