

TUFTEX® PolyCarb™ Building Panels

Lifetime Limited Warranty

SCOPE OF WARRANTY

TUFTEX® PolyCarb™ Building Panels (the "Panels") are warranted by Onduline North America, Inc., 4900 Ondura Drive, Fredericksburg, Virginia 22407 ("Onduline N.A."). This Lifetime Limited Warranty is given to the original purchaser of Panels from an authorized retail outlet (the "Original Purchaser") and is not transferable.

LIGHT TRANSMISSION

The Panels are warranted to not lose more than 10% of their light transmitting capacity for a period of ten years from the original date of purchase. The Panels will lose no more than 1% per year in subsequent years beyond the initial 10-year period of time as a direct result of solar radiation (as measured to the procedures in ASTM-100377).

INCEPTION DATE

The inception date shall be the date the Panels were purchased from an authorized retail outlet.

LIMITATIONS

The TUFTEX Lifetime Limited Warranty will apply to the Panels if:

1. The original proof of purchase is presented from an authorized retail outlet.
2. The Panels are stored, applied, installed, and used in accordance with TUFTEX written installation guidelines (available from your place of purchase or directly from Onduline N.A. at 1-800-777-7663) and not installed in any non-customary job or fashion. Such installed guidelines include, but are not limited to: proper purlin spacing, proper roof slope, proper ventilation, avoiding contact with chemicals and other incompatible materials, proper fastening devices and avoiding over-tightening of fasteners.
3. The Panels are not thermoformed and not otherwise adversely affected by fastening/connection devices or sealants.
4. Any decrease of light transmission is not a result of product alteration or damage caused by, but not limited to, misuse, fire, lightning, hail, wind, snow, snow weights, unusual stresses, acts of God, extreme surface temperatures exceeding 270°F to minus 40°F, or inadequate ventilation.

CLAIM REQUIREMENTS

In order to exercise rights under this foregoing warranty, the Original Purchaser of the Panels must notify Onduline N.A. in writing within 30 days of Original Purchaser's claim of any defects in the Panels causing a breach of the above warranty. The claim must include a description of the problem, photographs of the Panel or Panels alleged to have caused a breach, a copy of the sales receipt showing the authorized retailers name or other proof of purchase, and the Original Purchaser's address and phone number, together with this Lifetime Limited Warranty. Onduline N.A. reserves the right to inspect any and all of the TUFTEX PolyCarb Panels while the Panels are in place in their installed position. Panels that are moved and/or altered in any manner, will void the provisions of the Lifetime Limited Warranty. In addition, Onduline N.A. reserves the right to investigate independently the circumstances of such failure including the contacting of local weather institutes and other sources deemed appropriate. If the Panels are to be replaced, the original Panels must be returned to Onduline N.A.'s warehouse for examination, transportation charges paid by claimant.

COMPENSATION

1. In the event that Onduline N.A. is notified of product failure within three years of inception date via "Claim Requirements", Onduline N.A. will provide free replacement material, or at its option, refund the original purchase price through an authorized retail outlet. This warranty does not cover cost of removing defective Panels or inconvenience. The cost of structure fabrication or installation of the replacement Panels provided pursuant to this Lifetime Limited Warranty is the sole responsibility of the Original Purchaser.
2. In the event that Onduline N.A. is duly notified of product failure after more than three years and up to twenty years from the inception date, and claim is made and approved, Onduline N.A. will sell replacement material to the Original Purchaser based on the following purchase price formula: The price to be paid by the Original Purchaser will be calculated at a rate of 5% of the effective price at time of replacement multiplied by the number years from replacement time to inception date less three years.
3. In the event that Onduline N.A. is duly notified of product failure after more than 20 years from the inception date, and claim is made and approved, Onduline N.A. will sell replacement material to the Original Purchaser based on the following purchase price formula: The credit to be paid by the Original Purchaser will be calculated at a rate of 85% of the effective price at time of replacement plus 1% per year after 20 years from "Inception Date". Maximum amount credited is not to exceed 95% of effective price.
4. Onduline N.A. reserves the right to discontinue or modify any of its products, including color, shape and size, without notice to the Original Purchaser, and shall not be liable as a result of such discontinuation or modification. Replacement material may vary in color in comparison to the original product as a result of normal weathering. If Onduline N.A. replaces any material under this Lifetime Limited Warranty, it may substitute products determined by Onduline N.A. in its sole discretion to be of comparable quality or price. Onduline N.A. shall not be obligated to pay freight charges for delivery of material.

LIABILITY

Onduline N.A.'s liability is limited to providing replacement sheets as set forth above. Onduline N.A. will not be responsible for any indirect or consequential damages that may occur.

DISCLAIMER

NO EXPRESS OR IMPLIED WARRANTIES HAVE BEEN MADE EXCEPT FOR THE LIFETIME LIMITED WARRANTY MADE ABOVE. THIS LIFETIME LIMITED WARRANTY AND THE ASSOCIATED LIFETIME LIMITED REMEDY ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. EXCEPT FOR THE LIFETIME LIMITED WARRANTY MADE ABOVE, ONDULINE N.A. DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, UNDER NO CIRCUMSTANCES SHALL ONDULINE N.A. BE LIABLE TO THE ORIGINAL PURCHASER OR ANY OTHER PERSON OR ENTITY FOR SPECIAL INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PANELS, WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION, OR OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If any portion of this document shall be held ineffective or void, for any reason, the remainder shall remain in effect. This Lifetime Limited Warranty shall apply exclusively to Panels installed in North America, be interpreted under Virginia law and any legal action relating to the Lifetime Limited Warranty shall be brought only in Virginia courts.

Onduline North America, Inc.
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