



COOL TOP SUPPLIER'S 10 YEARS LIMITED WARRANTY

Customer:

Project:

Product Details:

Order #:

Definition

"COOL TOP® White & Beige Corrugated PVC sheets (hereinafter "the Product") 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, 34 Buys Court, Derrimut. VIC 3030
Tel: 03-9219 4444; Website: www.palram.com.au

Scope of Warranty

In addition to any rights and remedies under Australian Consumer Law, the Manufacturer warrants (subject to the conditions set out below) as follows:

Color

The Product shall not display a change in yellowness of more than 20 units delta (hereinafter "decrease") for a period of 10 years from the commencement date as a direct and exclusive result of the impact of solar radiation (as measure pursuant to the procedures specified in ASTM E-313-05).

Breakage

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 13mm (0.5") diameter, attaining a velocity of up to 20 m/s (44.7mph) (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.

Limitations

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

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 send relevant 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 within 3 (Three) 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 after more than 3 (Three) years from the following schedule will apply:

During 4th year – 75%
During 5th year – 60%
During 6th year – 45%
During 7th year – 30%
During 8th year – 15%
During 9th to 10 years – 10%

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 sheets.

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.