

# TERMS & CONDITIONS



## Plaskolite, Inc. Limited Warranty

### Statement of warranty

This Warranty is given ONLY to the IMMEDIATE PURCHASER who buys for commercial use in the ordinary course of such purchaser's business (the "Purchaser").

Plaskolite, Inc. ("Plaskolite") warrants to the Purchaser that the Yellowness Index (YI) on Plaskolite clear acrylic (the "Product") shall be less than 4.0 during a 10 year period from the date of purchase (the "Warranty Period") as measured with a Hunter Lab Spectrocolorimeter according to ASTM D1925, subject to the limitations set forth herein. This Warranty applies to the Product exposed to ultraviolet rays in normal interior and exterior applications, which shall exclude extreme weather conditions. This Warranty is in addition to the warranty regarding conformance of Plaskolite material with Plaskolite's specifications set forth in Plaskolite's Terms and Conditions (the "Specification Warranty").

### Obtaining warranty performance

If the Product fails to conform to this Warranty, the Purchaser may, within the Warranty Period, and no later than thirty (30) days following discovery of the failure to conform to this Warranty, send written notice of such failure to conform to this Warranty along with proof of purchase to Plaskolite, Inc., Industrial Division, P.O. Box 1497, Columbus, Ohio 43216. Upon receipt of the written notice, Plaskolite will, at its sole option, (i) replace that portion of the Product that failed to conform to this Warranty or (ii) refund the purchase price of that portion of the Product that failed to conform to this Warranty. Plaskolite will not be responsible for any costs of removing any portion of the Product that failed to conform to this Warranty or of reinstalling the replacement. Replacement or refund as described herein is the Purchaser's sole and exclusive remedy for failure of any part of the Product to conform to this Warranty, or any warranty which may arise by contract or operation of law. Repair or replacement of any part of the Product that failed to conform to this Warranty does not extend the Warranty Period.

### Limitations and disclaimers

To the extent permitted by law, and subject to the Specification Warranty, THIS WARRANTY IS EXCLUSIVE, IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. To the extent permitted by law, PLASKOLITE'S LIABILITY IS LIMITED SOLELY AND EXCLUSIVELY TO REPAIR OR REPLACEMENT AS SET FORTH HEREIN AND DOES NOT INCLUDE ANY LIABILITY WHATSOEVER FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY

KIND WHATSOEVER, WHETHER A CLAIM IS BASED UPON A THEORY OF CONTRACT, NEGLIGENCE OR TORT.

This Warranty is made only to Purchaser and is not transferable. No employee, agent or other person is authorized by Plaskolite to assume for Plaskolite any liability in addition to that set forth herein or to make any further warranties on Plaskolite's behalf. This Warranty is void and of no effect if any of the above exclusions apply.

### Miscellaneous

This Warranty may be supplemented or changed from time to time. In the event that any provision of this Warranty should be or become invalid and/or unenforceable during the Warranty Period, the remaining terms and provisions hereof shall continue in full force and effect. This Warranty is given in, and is intended to be construed under the internal laws of, the State of Ohio.