



# DURACLAD® Designer Series (DS) Interlocking Wall & Ceiling Panels Limited Warranties

### Definitions

“DURACLAD DS” Interlocking Wall & Ceiling Panels (hereinafter the “Product”) are hereby warranted by Palram Americas, Inc. (hereinafter the “Manufacturer”), subject to the terms contained herein.

### Scope of Warranty

This warranty applies only to the party who owns (the “Owner”) the facility where the Product is installed when the Product is installed. In this warranty “Owner” shall also mean a lessee or sub lessee who installs the Product or contracts to have it installed at a leased property which it occupies at the time of installation.

Manufacturer warrants that the Product shall maintain the following characteristics for the specified time period from Commencement Date.

### 20 Year Warranty

For a period of twenty (20) years the Product shall maintain the following:

- Surface Degradation: Will maintain good surface condition. Will not corrode or rot or be affected by dampness.
- Structural Rigidity: Will maintain the same rigidity in service as it had when purchased, when used in the temperature and other environmental conditions recommended by Manufacturer.
- Safety: Will remain non-flammable according to the ASTM D635-22 standard. A “Defect” will mean the Product fails to comply with one or more of the foregoing warranties.

### 3 Year Warranty

For a period of three (3) years the Product shall not delaminate.

- The proprietary coating shall maintain a 5b adhesion classification when tested in accordance to ASTM D3359.

### Commencement Date

The commencement date of this Warranty (the “Commencement Date”) shall be the date of the Product’s manufacture or, if such date does not appear on the Product, the date the Product was purchased from an authorized dealer or retailer.

### Limitations

This warranty shall be valid only if:

- The original proof of purchase is presented.
- The Product is stored, installed, handled, cleaned and maintained in accordance with the Manufacturer’s written instructions which are available on-line at [www.duraclad.com](http://www.duraclad.com). In accordance with Manufacturer’s policy of continual Product development users and installers should check with their local supplier or Manufacturer’s web sites to ensure that users have obtained the most up to date information.
- The Product is used in a customary fashion, and not in applications where direct UV or sunlight exposure is evident.

The Product is not warranted against natural disasters or color changes due to exposure to sunlight, artificial ultraviolet light sources, smoke, fumes or incompatible chemicals. See [www.duraclad.com](http://www.duraclad.com) for a non-exclusive list of certain chemicals known to be incompatible with the Product. However, responsibility remains with the owner or end user to test for and determine chemical compatibility with the proposed application.

This warranty does not cover any costs and expenses of removal and installation of the Product or taxes or shipping cost or any other direct or indirect losses which may result from the Product Defect.

Manufacturer has no control over the use to which others may put the material, and therefore Manufacturer does not guarantee that the same results as those described herein will be obtained.

**Claims and Notifications** — Every warranty claim must be submitted in writing to the Manufacturer or original dealer promptly after occurrence of Product Defect, enclosing the original sales receipt or other proof of purchase, photographs of the issue and this warranty. Owner may make only one claim under the warranty against the Defect for any particular installation over the lifetime of the Product. The claimant must allow the Manufacturer an opportunity 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, moved or altered in any way, or upon the Manufacturer’s request, return a sample of the sheets to the Manufacturer for testing. The Manufacturer reserves the right to investigate independently the cause of any failure.

**Compensation** — If a claim is covered under this warranty, the Manufacturer will provide the Owner with free replacement Product or, at the Manufacturer’s discretion, refund all or part of the original purchase price paid by Owner, in accordance with the Refund Tables listed below. Replacement Product is warranted only for the balance of the original warranty on the original Product.

### Refund Tables

If over a specific period of time the Product exhibits a Defect as previously defined and the Manufacturer elects to make a refund rather than supply replacement Product, the applicable refund percentages are as follows, based on the time elapsed from the Commencement Date to the time the loss is reported to the Manufacturer:

Time Elapsed After Commencement Date	Owner will be refunded this percentage of original purchase cost
End of 10th year	100%
End of 11th year	50%
End of 12th year	45%
End of 13th year	40%
End of 14th year	35%
End of 15th year	30%
End of 16th Year	25%
End of 17th Year	20%
End of 18th Year	15%
End of 19th Year	10%
End of 20th Year	5%

### Example:

If by the end of the twelfth year the Product has lost its ability to remain structurally rigid, The Manufacturer would elect either to provide 100% replacement Product or refund 45% of the original cost of the Product.

### Jurisdiction

This limited warranty shall be governed by and shall be construed according to the laws of the Commonwealth 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 Commonwealth of Pennsylvania, USA, which shall have the exclusive jurisdiction in any such claim or dispute.



# DURACLAD® (DS)

## Interlocking Wall & Ceiling Panels

### Limited Warranties

THIS LIMITED WARRANTY SHALL BE THE MANUFACTURER'S SOLE WARRANTY APPLICABLE TO THE PRODUCT. ANY OTHER CLAIMS FOR DAMAGE OR LOSS, 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. UNDER NO CIRCUMSTANCE SHALL THE MANUFACTURER BE LIABLE FOR ANY AMOUNT GREATER THAN THE ORIGINAL PRICE PURCHASER PAID FOR THE PRODUCT.

#### **Disclaimers**

THE MANNER IN WHICH THE MANUFACTURER'S PRODUCTS ARE USED AND THE PURPOSE TO WHICH THEY ARE PUT, AND ANY TECHNICAL ASSISTANCE AND INFORMATION PROVIDED BY THIRD PARTIES, ARE BEYOND THE MANUFACTURER'S CONTROL. THEREFORE, OWNER MUST INDEPENDENTLY DETERMINE TO OWNER'S SATISFACTION WHETHER THEY ARE SUITABLE FOR OWNER'S INTENDED USES, UNLESS THE MANUFACTURER OTHERWISE AGREES IN WRITING. EXCEPT AS SET FORTH IN THIS WARRANTY, ALL INFORMATION AND TECHNICAL ASSISTANCE FROM THE MANUFACTURER GIVEN IS WITHOUT WARRANTY OR GUARANTEE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. EXCEPT FOR THE MANUFACTURER'S EXPRESS WRITTEN WARRANTIES, OWNER ASSUMES AND HEREBY EXPRESSLY RELEASES THE MANUFACTURER FROM ALL LIABILITY, IN TORT,

CONTRACT OR OTHERWISE, INCURRED IN CONNECTION WITH THE USE OF THE MANUFACTURER'S PRODUCTS, TECHNICAL ASSISTANCE AND INFORMATION. ANY STATEMENT OR RECOMMENDATION NOT CONTAINED HEREIN IS UNAUTHORIZED AND SHALL NOT BIND THE MANUFACTURER.

STATEMENTS CONCERNING POSSIBLE OR SUGGESTED USES OF THE MATERIALS PRODUCT ARE NOT TO BE CONSTRUED AS CONSTITUTING A LICENSE UNDER ANY PATENT COVERING SUCH USE OR AS RECOMMENDATIONS FOR USE OF THE PRODUCT IN THE INFRINGEMENT OF ANY PATENT.

THIS WARRANTY ONLY APPLIES TO PRODUCT SOLD AND USED IN THE UNITED STATES AND CANADA.

#### **Other Remedies**

TO THE EXTENT THE MANUFACTURER IS PROHIBITED UNDER ANY APPLICABLE LAW FROM EXCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT, THE DURATION OF ALL SUCH IMPLIED WARRANTIES IS EXPRESSLY LIMITED TO THE DURATION OF THE LIMITED WARRANTY OR, IF GREATER, THE MAXIMUM PERIOD REQUIRED BY APPLICABLE LAW. THIS WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE LIMITATIONS AND EXCLUSIONS IN THIS WARRANTY MAY NOT APPLY TO PARTICULAR OWNERS.

#### **PALRAM AMERICAS**

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