PALBOARD™ 3D Multilayer White Core PVC Sheet
Manufacturer’s 3 (Three) Year Limited Warranty

Definitions
PALBOARD™ 3D Multilayer PVC sheets, with white foam core (the “Product”), are hereby warranted by Palram Americas, Inc. (the “Manufacturer”), for a period of 3 (three) years from Commencement Date (the “Warranty Term”) subject to the definitions, terms and conditions contained herein.

Scope of Warranty
This Warranty has three parts, and shall apply only to and may be enforced only by the party who owns (the “Owner”) the Products when they are installed.

Surface Defect Warranty
During the Warranty Term the Product shall not exhibit voids, bubbles or die lines deeper than .020” in the exterior skin of the Product (“Surface Defects”).

Delamination Warranty
During the Warranty Term the external skin of the Product shall not separate from the interior foam core due to manufacturing error (“Delamination”).

Yellowing Warranty
During the Warranty Term the Yellowness Index (YI) of the Product shall be less than 6.0 (“Yellowing”) as measured and compared to the original Product according to ASTM E 313 05 as measured with a Hunter Labs spectrocolorimeter.

Commencement Date
The commencement date for this Warranty 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 applies only when the Product is used as exterior signage, exterior point-of-purchase displays or other non-load bearing exterior applications.
• This Warranty only applies to the exterior surfaces of the Product and not the interior foam core.
• 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 palram.com/us. Owners and installers should check with their local supplier or Manufacturer’s web sites to ensure they have obtained the most up-to-date information.

  • The Product is used in a customary fashion and not subject to complete submersion in water or any incompatible agent.
  • All outdoor sign materials are subject to irreversible depositions of atmospheric elements and can be expected to show signs of discoloration eventually. Regular proper cleaning will significantly reduce, but not eliminate, that process (see product data sheet at palram.com/us for cleaning and maintenance instructions).
  • Manufacturer has no control over the use to which others may put the Products, and therefore Manufacturer does not guarantee that the same results as those described herein will be obtained.

Exclusions - This Warranty shall NOT cover the following conditions:
• Yellowing due to dirt, atmospheric deposits, abrasion, or changes in the physical structure of the Product.
• Natural disasters or exposure to fire, smoke, fumes, inks or incompatible chemicals. See palram.com/us for a non-exclusive list of certain chemicals known to be incompatible with the Product. However, responsibility remains with the Owner to test for and determine chemical compatibility with the proposed application.
• Breakage associated with external impacts on the Product, including hail.
• Warpage or distortion associated with heat build-up due to the application of dark color paints, vinyls, inks or any other secondary color application, incompatible coatings, or any other cause that heats the Product to 140⁰ Fahrenheit (60⁰ Celsius) or higher.
• Application of colors having a light reflectance value of 55 or less.
• Loss of adhesion or degradation of paint, vinyl, ink or any other secondary application to the surface of the Product.
• 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 failure.
Clams and Notifications

Every warranty claim must be submitted in writing to the Manufacturer or original dealer within the warranty period and immediately after occurrence of Surface Defects, Delamination or Yellowing, 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 return the sheets to the Manufacturer for testing. The Manufacturer reserves the right to investigate independently the cause of any claim.

Compensation

If the claim is covered under this Warranty, then the Owner will receive a free replacement sheet or refund the original purchase price, provided the owner complies with the Claims and Notifications clause stated herein.

Jurisdiction

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

Disclaimers

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.

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 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.