

TUFFAK Hygard Sheet Warranty



Seven year limited warranty

The following terms and conditions constitute the sole warranty made by A&C PLASTICS, INC. (the "Company") regarding Hygard Sheet (the "Product") to the immediate purchaser of the Product from the Company or its authorized distributor (the "Buyer"). In all cases, the Company's sole liability and the Buyer's sole remedy shall consist of the Company replacing the defective Product or refunding the purchase price, at the Company's option as discussed herein. This warranty shall not apply to any Product improperly installed, maintained or used in an inappropriate application. Failure of the Product due to incomplete or incorrect Buyer-supplied information shall not be warranted. Notwithstanding any other provision in this warranty or elsewhere to the contrary, the Company's liability, for any cause whatsoever, shall not exceed the purchase price of the Product in question. The Company shall not be liable for any special, incidental, indirect or consequential damages of any kind, arising at any time or for any cause whatsoever. In no event shall this warranty cover the cost of removal, reinstallation, transportation and handling, or similar costs. All warranties begin on the date of sale to Buyer. Buyer must notify the Company within 30 days of an alleged defect or this warranty shall be void. This warranty shall not apply unless Buyer returns defective material for evaluation and testing and proof of purchase to The Company or the original dealer prior to the expiration of the warranty.

Subject to the conditions and definitions contain herein, if the Product breaks, exhibits coating failure, loss of abrasion resistance, excessive yellowing, or excessive loss of light transmission, per the terms herein, within seven (7) years from the date of sale due to a manufacturing defect, then the Buyer may purchase replacement sheet at a price that will be 14% of the Manufacturer's price at the time of replacement, multiplied by the number of years from the date of original purchase to the date of first notification of said issue. The manufacturer at its exclusive option may refund the difference between the original purchase price and the replacement price as above, instead of providing substitute product.

Abrasion Resistance: The warranty applies if samples of the Product exhibits a haze increase of more than 15% when tested according to ASTM D 1044 (Taber Abrader) using CS-10F wheels for 100 cycles with a 500 gram load.

Coating Failure: The warranty applies when the abrasion-resistant surface treatment exhibits flaking of the surface treatment or loss of adhesion between the surface treatment and the substrate sheet, either of which is visibly detectable without the aid of instruments.

Yellowing: The warranty against excessive yellowing applies only to clear transparent (A00) Product. The Yellowness Index (YI) increase of the Product shall be determined according to ASTM D 1925. The warranty applies when a sample of the returned Product exhibits a YI increase (from initial manufactured value) of more than 5 during a five-year period from the date of sale, or of more than 10 during a seven-year period from the date of sale.

Light Transmission: The warranty against excessive Light Transmission decrease applies only to clear transparent (A00) Product. The warranty applies when a sample of the returned Product exhibits a light transmission decrease (from initial manufactured value) of more than 5% during a five-year period from the date of sale or more than 7% during a seven-year period from the date of sale when tested according to ASTM D 1003.

Structural Delamination: The warranty applies if the Product exhibits separation of the plastic sheeting from the interlayer laminating material. This separation must extend beyond 1.0 inch from the edge of the sheet.

CONDITIONS

This warranty applies only when the Product is used in flat vertical architectural glazing, secured with a 1.0 inch edge engagement, and has been designed, fabricated, installed and cleaned in accordance to guidelines published by The Company (available at www.pacplasticsinc.com). This warranty specifically excludes sloped glazing, transportation and recreational and off-road vehicle applications.

This warranty is limited to excessive yellowing and light transmission losses due to solar degradation of the Product and does not cover yellowing or light transmission losses due to dirt, atmospheric particulate deposits, abrasion or changes in the physical structure of the Product. Nor does this warranty cover exposure to adverse or hazardous chemical or environmental substances or conditions as determined by the Company. You should be aware that all glazing is subject to irreversible deposits of atmospheric elements and can be expected to show signs of hazing eventually. Regular, proper cleaning will significantly reduce, but not eliminate, that process. This warranty does not cover hazing caused by physical abuse including the failure to clean the Product. This warranty is limited to delamination due to a manufacturing defect and does not cover delamination due to damage, abuse, chemical attack, neglect or other damage that is deemed by The Company to have initiated or propagated delamination.

THE WARRANTIES STATED IN THIS PUBLICATION ARE THE ONLY WARRANTIES MADE BY A&C PLASTICS WITH RESPECT TO THE PRODUCT AND ARE IN LIEU OF ALL WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NOTICE: This distributor is authorized to fulfill the above obligations of this warranty to the purchaser at the expense of:
A&C PLASTICS, INC. 6135 Northdale, Houston, TX 77087

Customer Name: _____

Date of Sale: _____

Distributor Name: _____

Distributor PO Number: _____

These suggestions and data are based on information we believe to be reliable. They are offered in good faith, but without guarantee, as conditions and methods of use are beyond our control. We recommend that the prospective user determines the suitability of our materials and suggestions before adopting them on a commercial scale.