## **TUFFAK Lumen XT Sheet Warranty**

## Five year limited warranty

The following terms and conditions constitute the sole warranty made by A&C PLASTICS, INC. (the "Company") regarding TUFFAK Lumen XT Polycarbonate 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 contained herein, if the Product breaks within five (5) years from the date of sale due to a manufacturing defect, then the Buyer, or the fabricator designated by the Buyer, will receive a free replacement sheet. If a replacement sheet cannot be provided within fourteen (14) days, the Company may opt to refund the original Product purchase price in lieu of providing replacement sheet Product.

## CONDITIONS

This warranty applies only when the Product has been designed, fabricated, installed and cleaned in accordance to guidelines published by the Company (available at www.acplasticsinc.com).

**Breakage:** The Product is tougher than acrylic and resists impact, abuse, and vandalism. However, no material can be described as unbreakable, for it is impossible to account for all types of usage. The warranty applies if the Product breaks and a sample of the returned Product breaks in a brittle manner (breaks into separate pieces with sharp edges, without plastic deformation) when tested according to ASTM D 3763 modified by the Company.

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 PO Number:** 

Distributor Name:

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