

TUFFAK Marine 5 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 Marine 5 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 prior to the expiration of the warranty.

Subject to the conditions and definitions contained herein, if the Product breaks, exhibits excessive microcracks, or exhibits excessive yellowing, within five (5) years from the date of sale due to a manufacturing defect, then the Buyer, at A&C Plastics' option will receive a free replacement sheet within 30 days or will be refunded the original Product purchase price.

CONDITIONS

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

This warranty specifically limits bending of the product during shipping, fabrication and installation to a radius of 20" for 0.060" thick product and 30" for 0.080" thick product. Product experiencing a tighter radius than those noted above is not covered under this warranty as it may induce microcrack development, premature aging and/or an increase in yellowness.

Breakage: The Product is tougher than acrylic, impact modified acrylic and clear vinyl 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.

Microcracks: The warranty applies when the abrasion-resistant coating exhibits visible microcracks which were caused by UV degradation resulting in impaired visibility through more than 25% surface area of the subject glazing unit. Microcracks are visible cracks in the coating. Warranted microcracks must have a minimum length of 0.5" with a minimum quantity of 50 / ft². Microcracks can be seen from a distance of 3' when illuminated from the back side at a 45 degree angle. Microcracks will cause an optical sheen and/or light reflection that inhibits product clarity and passenger visibility. Isolated areas of coating cracks exceeding 1" in length are an indication of localized bending and/or buckling of the product beyond allowable radius limits. This does not represent microcrack development due to solar degradation. Microcracks caused by UV degradation and weathering will be evenly distributed over a large percentage of overall surface area.

Yellowing: 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 when measure per ASTM D1925.

This warranty is limited to excessive microcracks or yellowing 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 are 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.

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 determine the suitability of our materials and suggestions before adopting them on a commercial scale.