

TUFFAK SL Sheet Warranty



Ten year limited warranty

The following terms and conditions constitute the sole warranty made by A&C PLASTICS, INC. (the "Company") regarding TUFFAK SL 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, exhibits excessive yellowing, or exhibits excessive loss of light transmission within ten (10) 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 is used in vertical sign applications that have 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.

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 ten-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, of more than 7% during a seven-year period from the date of sale, or of more than 10% during a ten-year period from the date of sale when tested according to ASTM D 1003.

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 and outdoor sign materials 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.