

Polycarbonate Panel Limited Warranty

Everlast Roofing, Inc. warrants to Buyer, subject to the terms and conditions of this Limited Warranty, that for a period of ten (10) years from the date of manufacture its polycarbonate panels will not (1) discolor as measured by the standards set forth in ASTM D1003 and E313, or (2) split as measured by the standards set forth in ASTM D256.

TERMS AND CONDITIONS

1. LIMITATIONS ON WARRANTY:

- A. No warranty shall apply to sheets exposed at any time to corrosive atmospheric conditions or chemicals that cause splitting. A list of examples of chemicals that cause splitting can be found on Everlast's website.
- B. Everlast does not warrant uniformity of surface appearance including, but not limited to, warranty against scratching or abrasion.
- C. This warranty does not apply to damage resulting from installation that is not in accordance with the manufacturer's installation instructions or ordinary standards of good workmanship. The manufacturer's installation instructions are available on Everlast's website.

2. LIMITATIONS DUE TO NON-PERFORMANCE:

Everlast shall have no obligations under this Limited Warranty if:

- a) Everlast did not receive payment in full for the materials furnished before any covered defect manifested: and/or
- b) The supplier to Everlast can no longer fully perform its obligations under the warranties made by such supplier to Everlast.

3. NOTICE REQUIREMENTS:

- a) Buyer must inspect material received from Seller prior to installation so as to mitigate expense involved in repairing or replacing defective sheets.
- b) Any claim under this warranty shall be addressed to the Warranty Department and mailed to Seller at the address for its corporate office that is identified on its website, which is currently 10 Enterprise Court, Lebanon, PA 17042-8206.
- c) Any claim on account of a defect in the product or for any other cause whatsoever shall be deemed WAIVED by Buyer unless written notice thereof is given to seller within 30 days after discovery of the defects and within the applicable guarantee period. Seller shall be given reasonable opportunity to investigate all claims and no products shall be returned to Seller without Seller's inspection, approval and receipt by Buyer of written shipping instructions from Seller.
- d) To be effective, Buyer's notice of claim shall include such records as may enable Seller to establish the Everlast invoice number, date of shipment by Everlast, name of distributor or Lumberyard from which the materials were purchased, and the date of installation of panels. These records must be duly authenticated, be made in the ordinary course of business, and be contemporaneous with the events noted therein. Buyer shall also present such evidence that establishes that any claimed defect was due to a breach of the Limited Warranty stated herein, including without limitation photographs showing the issue.

4. EXCLUSIVITY OF WARRANTIES:

THE EXPRESS WARRANTIES AND REMEDIES STATED HEREIN ARE THE EXCLUSIVE REPRESENTATIONS, WARRANTIES AND REMEDIES APPLICABLE TO THE PRODUCTS. ALL IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING ANY IMPLIED REPRESENTATIONS OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DENIED AND EXCLUDED. YOUR RIGHTS MAY VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. CHECK YOUR OWN STATE LAW FOR ADDITIONAL RIGHTS.

5. EXCLUSIVITY OF REMEDY AND DISCLAIMER OF DAMAGES:

- a) If it is determined to Seller's reasonable satisfaction, upon inspection, that the product fails to perform as warranted herein, Seller shall have the right, at its option, to either repair or replace the defective product utilizing normal materials, methods and workmanship or refund Buyer the price paid for the material as necessary to fulfill the original limited performance warranty but without extension of the duration thereof. Seller's liability and Buyer's exclusive remedy under this Limited Warranty shall be limited to repair, replacement or refund as Seller may elect. Seller shall in no event be liable to incur costs which exceed Seller's price for the defective sheet. In the event that Seller provides replacement product or a refund of the purchase price, Seller shall not be liable for any labor costs, including any labor costs associated with removing, replacing, or installing product. In the event that Buyer submits an unmeritorious warranty claim, it shall reimburse Seller for any out of pocket costs incurred in conducting testing associated with such claim.
- b) Except as expressly provided herein, Everlast shall not be liable for any losses, damage or expense, whether direct, incidental or consequential, or for loss of use, revenues or profits, and Buyer hereby WAIVES all remedies not expressly provided herein.
- c) THIS WAIVER OF DAMAGES APPLIES TO ANY CLAIM OF ANY WARRANTY CLAIM THAT MAY APPLY TO YOUR PURCHASE, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL. Some states do not allow the exclusion or limitation of consequential damages, so the above limitation or exclusion may not apply to you. Check your own state law for additional rights.

6. NON-TRANSFERABILITY OF WARRANTY:

This limited warranty is extended to Buyer as the original purchaser from Seller and is non-transferable and non-assignable. No rights against Seller shall be created by any transfer or assignment, nor shall any rights against Seller survive any transfer or assignment. Buyer or its agents or representatives shall not claim, represent or imply nor permit its customers, distributors, applicators or contractors to claim, represent or imply that this limited warranty extends or is available to parties other than Buyer, and to the limit of its legal right to do so Buyer shall cause any party to cease and desist of any such misrepresentation. This condition shall constitute a material term of this limited warranty and its violation by Buyer shall excuse Seller from its obligations hereunder.

7. TERMINATION:

Seller reserves the right to terminate this Limited Warranty except with respect to orders which it has already accepted upon the giving of written notice thereof.

8. MERGER:

Oral statements made by Seller's representatives and written descriptions of the products appearing elsewhere than on the face hereof are not representations or warranties by Seller and shall not be relied upon by Buyer. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modification hereof, to be effective, shall be in writing, shall expressly refer to this limited warranty, and shall be signed by an authorized representative of seller.

Effective Date: August 03, 2023

LEBANON, PA
888.339.0059

ORWELL, OH
877.866.9955

HOWE, IN
866.562.3782

BRIDGTON, ME
800.677.2060

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Chemical items that cause the split of the Polycarbonate sheet:

01. Cement	21. Cresol	41. Styrene
02. Acetic Aldehyde	22. Cyclohexanone	42. Tetrachloroethane
03. Strong Acetic Acid	23. Cyclohexene	43. THF
04. Acetone	24. Dimethylformamide	44. Tetralin
05. Acrylonitrile	25. Dioxin	45. Thiophene
06. Ammonia Water	26. Ethylamine	46. Toluene
07. Ammonium Fluoride Sat'd	27. Ether	47. 10% Trichloroamine
08. Ammonium Chloride Sat'd	28. PVC	48. Xylene
09. Benzene	29. 2-Ethanolamine	49. Ammonium Hydroxide
10. Benzoic Acid	30. 30% Formic Acid	50. Chlorohydrocarbon
11. Brominated Calcium Nitrate	31. Gasoline	51. Ketone
12. Carbolic Acid	32. Methacrylic Acid Methyl	52. Methyl-Ethyl Ketone
13. Benzyl Alcohol	33. Nitrobenzene	53. Dichloromethane
14. Carbon Disulfide	34. Nucleolus	54. Polyvinyl Chloride
15. Carbon Tetrachloride	35. Pyridine	55. Ethylene Hydroxide
16. 5% Potassium Hydroxide Solution	36. Petroleum	56. Sodium Hydroxide
17. 5% Sodium Hydroxide Solution	37. Benzyl Ethanol	57. Nitric Acid
18. Chloroaxone	38. Phenol	
19. Chlorohexene	39. Phosphorus Trichloride	
20. Lilac	40. Strong Prionic Acid	

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