

## Palram's 10 years Limited Warranty

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### Product Details: Greenhouses

Palram Applications (1995) Ltd (Company number: 512106824) whose registered office is at Teradion Industrial Park, M.P Misgav 20174, Israel ("Palram") warrants that the Product will be free from defects in material or workmanship for a period of Ten years from the original date of purchase subject to the definitions, terms and conditions contained in this warranty.

#### 1. Conditions

- 1.1 This warranty shall be valid only if the Product is installed, cleaned, handled and maintained in accordance with Palram's written recommendations.
- 1.2 Commercial use, or use other than for personal or household purposes is not covered by this warranty.
- 1.3 Without derogating from the above, damage caused by use of force, incorrect handling, inappropriate use, neglectful use or assembly or maintenance, accidents, impact from foreign objects, vandalism, pollutants, alteration, painting, connecting, gluing, sealing not in accordance with the user's manual, or damage resulting from cleaning with incompatible detergents and minor deviations of the Product are not covered by this warranty.
- 1.4 This warranty does not apply to damage resulting from "force majeure", which includes but is not limited to, hail, storm, tornado, hurricane, blizzard, flood, fire effects.
- 1.5 This warranty is void if structural parts and components used are not compatible with Palram's written recommendations.
- 1.6 This Warranty applies only to the original purchaser of the Product. It does not extend to any other purchaser or user of the Product (including, but not limited to, any person who acquires the Product from the original purchaser).

#### 2. Claims and Notifications

- 2.1 Every warranty claim must be notified in writing to Palram within 30 days after the discovery of the defective Product, enclosing the original sales receipt and this warranty.
- 2.2 The claimant must allow Palram to inspect the Product involved and the installation site itself while the Product is still in its original position and has not been removed or moved or altered in any way and/or return the Product to Palram for testing.
- 2.3 Palram reserves the right to investigate independently the cause of any failure.

#### 3. Compensation

- 3.1 If a claim under this Warranty is properly notified and approved by Palram, the purchaser, at Palram's option, may either (a) purchase a replacement Product or part/s; or (b) receive refund of the original Product or part/s purchase price, all in accordance with the following schedule:

Period After Purchasing	Replacement Product or Part/s	Refund
From date of purchase up to end of 1 <sup>st</sup> year	Free of charge	100%
End of 1 <sup>st</sup> Year up to end of 2 <sup>nd</sup> year	purchaser will pay 10% of the original purchase price	90%
End of 2 <sup>nd</sup> year up to end of 3 <sup>rd</sup> year	purchaser will pay 20% of the original purchase price	80%
End of 3 <sup>rd</sup> year up to end of 4 <sup>th</sup> year	purchaser will pay 30% of the original purchase price	70%
End of 4 <sup>th</sup> year up to end of 5 <sup>th</sup> year	purchaser will pay 40% of the original purchase price	60%
End of 5 <sup>th</sup> year up to end of 6 <sup>th</sup> year	purchaser will pay 50% of the original purchase price	50%
End of 6 <sup>th</sup> year up to end of 7 <sup>th</sup> year	purchaser will pay 60% of the original purchase price	40%
End of 7 <sup>th</sup> year up to end of 8 <sup>th</sup> year	purchaser will pay 70% of the original purchase price	30%
End of 8 <sup>th</sup> year up to end of 9 <sup>th</sup> year	purchaser will pay 80% of the original purchase price	20%
End of 9 <sup>th</sup> year up to end of 10 <sup>th</sup> year	purchaser will pay 90% of the original purchase price	10%

- 3.2 For avoidance of any doubt, calculation for determination regarding compensation for defective part/s, according to the schedule above, will be based on the contribution of the defective part to the original cost of the Product. Palram reserves the right to provide substitutions if the Product or any part of it is unavailable or obsolete.
  - 3.3 This warranty does not cover any costs and expenses of removal and installation of the Product or taxes or shipping cost or any other direct or indirect loss(es) which may result from the Product failure.
- #### 4. General Conditions and Limitations
- 4.1 OTHER THAN HAS BEEN SPECIFICALLY STATED IN THIS WARRANTY, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED SO FAR AS THE LAW PERMITS.
  - 4.2 EXCEPT WHERE WE HAVE SPECIFICALLY STATED IN THIS WARRANTY, PALRAM SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES THE PURCHASER SUFFERS DIRECTLY, INDIRECTLY, OR AS A CONSEQUENCE OF USING, OR IN ANY OTHER WAY CONNECTED TO THE PRODUCT.
  - 4.3 IF PALRAM IS PROHIBITED UNDER ANY APPLICABLE LAW FROM EXCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RELATION TO THE PRODUCT, THE DURATION OF ALL SUCH IMPLIED WARRANTIES IS EXPRESSLY LIMITED TO THE DURATION OF THIS WARRANTY OR, IF LONGER, THE MAXIMUM PERIOD REQUIRED BY APPLICABLE LAW.
  - 4.4 THE PURCHASER IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE HANDLING, STORAGE, ASSEMBLY, INSTALLATION OR USE OF THE PRODUCT IS SAFE AND APPROPRIATE IN ANY LOCATION, FOR ANY GIVEN APPLICATION OR IN ANY GIVEN CIRCUMSTANCE. PALRAM ARE NOT RESPONSIBLE FOR ANY DAMAGES OR INJURY TO THE PURCHASER, ANY OTHER PERSON OR ANY PROPERTY RESULTING FROM THE IMPROPER HANDLING, STORAGE, INSTALLATION, ASSEMBLY OR USE OF THE PRODUCT OR THE FAILURE TO FOLLOW THE WRITTEN INSTRUCTIONS REGARDING THE HANDLING, STORAGE, INSTALLATION, ASSEMBLY AND USE OF THE PRODUCT.
  - 4.5 UNLESS OTHERWISE EXPRESSLY INDICATED BY PALRAM, THE PRODUCT IS INTENDED FOR NORMAL RESIDENTIAL USE ONLY. PALRAM ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE RESULTING FROM ANY USE OF THE PRODUCT FOR ANY PURPOSE THAT IS NOT RECOMMENDED BY THE WRITTEN INSTRUCTIONS OR THAT IS NOT PERMITTED BY ANY APPLICABLE LEGISLATION OR OTHER CODES IN EFFECT IN THE LOCATION WHERE THE PURCHASER WILL USE THE PRODUCT.