

10 Year Limited Warranty

Adaptive Plastics, Inc. warrants Solexx Greenhouses and Solexx Greenhouse Panels and Rolls only to the customer and only that the product will not suffer ultraviolet (UV) degradation for a period of 10 years. This warranty is made in lieu of all other warranties, express, implied, or statutory, including any implied warranty of merchantability or fitness for particular purpose.

Adaptive Plastic's liability arising out of or in any way connected with the sale or use of or in product (including the warranty stated above) shall be limited to the replacement of product if UV degradation occurs, or, at Adaptive Plastic's sole option, reimbursement of the following portion of the purchase price measured at the rate of 1/120 per month of use from the date of purchase based on the retail price of the product at the time the claim was made. The replacement product will be the formulation of the panels as they are at the time of replacement.

The foregoing shall be the customer's sole remedy, whether in contract, tort, or otherwise. In no event shall API be liable for incidental or consequential damages or commercial losses or for any other loss or damage except as set forth above.