



P A N E L I T E

1-YEAR LIMITED WARRANTY

Date Issued:

Expiration Date:

Issued To:

Applies To:

Sales Order Number:

Other Documents: All orders are subject to Panelite Terms and Conditions in effect at the time of shipment posted under "Specifications and Downloads" at www.panelite.us and attached herewith

1.0 Limitation of Warranty

1. Unless otherwise specified by Panelite in writing, all Products are sold "as is." Panelite warrants all Bonded Series Products delivered under the Sales Order and Other Documents referred to herein to be free from latent defects in material and workmanship for a period of One (1) year from date of shipment.

1.2 This warranty shall apply only to Products installed, fabricated and maintained in accordance with the Panelite Specifications available for each product line at www.panelite.us or from a Panelite Design Consultant.

1.3 In the event of a warranty claim, Panelite shall have the option either to replace the original Product with comparable Product available at time of claim, or refund the original purchase price of the Product. In no event does this limited warranty cover any costs relating to installing, removing, fabrication expense or any other direct or indirect expense or loss. In no event shall Panelite be liable for any special, consequential, or incidental damages arising out of the use or application of the Product, or lack of direct replacement due to obsolescence.

1.4 THIS WARRANTY DOES NOT COVER:

[a] Damage resulting from unusual wear and tear on the Product;

[b] Damage resulting from improper maintenance, such as the use of abrasive cleaners or high-pressure water or air jets.

[c] Damage resulting from installation or specification that does not comply with Panelite Installation Specifications, including but not limited to:

[i] Products exposed to water, moisture, high humidity, or wide range temperature cycling.

[iii] Products used in structural or load-bearing applications

[iv] Products installed without use of a recommended edge treatment per Panelite Specifications

[d] Damage resulting from accident or abuse;

[e] Damage resulting from the failure of a third-party's product;

[f] Custom Products unless expressly warranted;

[g] Products that have been altered in any way after receipt, other than by fabrication or installation in accordance with Panelite Installation Specifications;

[h] Variations in color, honeycomb cell geometry, and facing texture;

[i] Slight variations in color between approval samples and full panels;

1.5 Panelite's obligation under paragraph 1 shall be limited to defects of which Panelite is notified within One (1) year from the date of shipment for the Bonded Series Products identified within this

warranty, and shall be limited, if Panelite is satisfied that such defects exists, at the option of Panelite to i) comparable replacement or repair of the defective items, or correction of any Panelite-provided defective work or services and payment of any transportation charges incurred by Buyer; or ii) refund of the original purchase price of the defective item, plus any transportation charges incurred by Buyer.

1.6 Any claims must be submitted in writing to Panelite's Warranty Dept. at 8599 Venice Blvd. suite 220, Los Angeles, CA 90034 or by email to info@panelite.us.

1.7 Any custom Product combination or customized aspect of a Product specified by Buyer may be subject to prototypes or testing agreed upon in writing by mutual consent and at the expense of Buyer, after completion of which Panelite will notify Buyer of the warranty terms, if any, given by Panelite with respect to such Product combination or aspect. If Buyer chooses not to proceed with recommended prototypes or testing, no warranty will be issued for the custom Product or aspect of the Product.

1.8 REGARDLESS OF WHETHER THE WARRANTY MENTIONED IN PARAGRAPH 1.1 IS GIVEN, IN ALL INSTANCES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, ARE EXCLUDED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT.

1.9 Panelite shall not be liable to Buyer or any other person, whether by indemnification, contribution or otherwise, for special or consequential damages, whether arising from defective workmanship or materials or design, breach of warranty, or from any other cause whatsoever.



P A N E L I T E

2.0 Limitation of Liability

2.1 Panelite's liability for any claim of any kind, including negligence for any loss or damage arising out of, connected with, or resulting from Buyer's order or from the performance or breach of the terms thereof, or from the design, manufacture, sale, delivery, resale, inspection, obsolescence, repair operation or use of any product or part thereof covered by the purchase order accepted by Panelite shall not exceed the original price allocable to the product or part which gives rise to the claim and shall terminate in accordance with the above clause in Section 1.1. However, the unexpired portion of the original warranty provided under Section 1.1 shall be applied to items repaired, corrected, or replaced under that section.

2.2 Buyer's sole and exclusive remedy against Panelite is the repair or replacement of defective Products with comparable product or refund of the original purchase price provided herein. Buyer agrees that no other remedy shall be available to Buyer including direct, indirect, incidental or consequential damages for lost profits, lost sales, injury to property, (de)- or (re)-installation costs, or any other incidental or consequential loss.

2.3 Any technical advice furnished by Panelite with reference to the use of its Products is given without charge and Panelite assumes no obligation or liability for the advice given or results obtained. Any technical advice furnished by Panelite shall not constitute a warranty, which is expressly disclaimed, all such advice being given and accepted at Buyer's risk.

2.4 Panelite shall not be liable for delay or failure of performance in fires, floods, strikes or other differences with workers, accidents, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining necessary equipment or governmental approvals, permits or licenses, labor shortages, war (declared or undeclared), riot, government orders or regulations, legal interference or prohibitions, defaults on the part of suppliers, or other causes beyond Panelite's reasonable control and without Panelite's fault or negligence. Under any such circumstances, Panelite shall have the additional time needed to complete the Order and the right to allocate its available supply, in the manner it selects, to itself and among any and all customers, including but not limited to, its subsidiaries and affiliates.