

# PLASKOLITE, INC.

POST OFFICE BOX 1497  
COLUMBUS, OHIO 43216  
614/294-3281  
FAX 514/297-7287

## **LIMITED WARRANTY (for Duralens Lighting Panel)**

### Statement of Warranty

This Warranty is given ONLY to the ORIGINAL PURCHASER (the "Purchaser") of the Duralens Lighting Panel (the "Product").

Plaskolite, Inc. ("Plaskolite") warrants to the Purchaser that the Product when used as a ceiling light panel or fluorescent fixture light panel will not break during a ten (10) year period from the date of purchase (the "Warranty Period"), subject to the limitations set forth herein. This Warranty applies to the Product used as indicated above in normal applications and exposure to normal conditions.

### Obtaining Warranty Performance.

If the Product fails to conform to this Warranty, the Purchaser may, within the Warranty Period, and no later than thirty (30) days following discovery of the failure to conform to this Warranty, return the Product along with proof of purchase and the UPC bar code label from the Product to the retail location where the Product was purchased. Upon receipt of these items, the retail location where the Product was purchased will replace the Product that failed to conform to this Warranty. Neither Plaskolite nor the retail location will be responsible for any costs of removing any portion of the Product that failed to conform to this Warranty or for reinstalling the replacement for such Product or any other damages related to the foregoing. Replacement as described herein is the Purchaser's sole and exclusive remedy for failure of any part of the Product to conform to this Warranty, or any warranty which may arise by contract or operation of law. Replacement of the Product or any part of the Product that failed to conform to this Warranty does not extend the Warranty Period.

### Exclusions from Warranty Coverage

This Warranty does not cover ordinary breakage caused by misuse, failure to comply fully with Plaskolite's instructions, negligence, tampering or modifications.

### Limitations and Disclaimers

To the extent permitted by law, **THIS WARRANTY IS EXCLUSIVE, IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IMPLIED WARRANTIES, IF ANY, ARISING BY OPERATION OF LAW ARE LIMITED IN DURATION TO THE TERM OF THIS WARRANTY.** To the extent permitted by law, **PLASKOLITE'S LIABILITY IS LIMITED SOLELY AND EXCLUSIVELY TO REPLACEMENT AS SET FORTH HEREIN AND DOES NOT INCLUDE ANY LIABILITY WHATSOEVER FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND WHATSOEVER, WHETHER A CLAIM IS BASED UPON A THEORY OF CONTRACT, NEGLIGENCE OR TORT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

This Warranty is not transferable. No employee, agent or other person is authorized by Plaskolite to assume for Plaskolite any liability in addition to that set forth herein or to make any further warranties on Plaskolite's behalf. This Warranty is void and of no effect if any of the above exclusions apply.

Miscellaneous.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. In the event that any provision of this Warranty should be or become invalid and/or unenforceable during the Warranty Period, the remaining terms and provisions hereof shall continue in full force and effect. This Warranty is given in, and is intended to be construed under the internal laws of, the State of Ohio.