

STORM BUSTERS Clearview®

LIMITED WARRANTY, DISCLAIMER OF WARRANTY AND EXCLUSIVE REMEDY

Storm Depot of America, Inc., d/b/a Storm-Busters®, is a retrofit product and therefore its effectiveness is dependent on the type, quality, condition and strength of the structures doors and windows to which it is attached. If your doors and windows are made of weak or inferior material, have suffered prior damage, are old or poorly maintained or improperly installed or is otherwise of poor substandard quality, Storm-Busters® alone may not provide the level of hurricane protection you need. Due to our inability to verify the nature and condition of each window and door for which Storm-Busters® is purchased, we can not provide any assurance to the customer that Storm-Busters® will achieve the results obtained in our independent testing on a new door or window of known quality and materials. Storm-Busters® will warrant the product and/or installation if Storm-Busters® is installed in accordance with our Florida Building Code Approval.

WARRANTY

Any customer that requires Plylox™ as fasteners and/or securing the openings, either retail or dealer sales or through custom installation, understands that this does not meet the Florida Building Code requirements and subsequently will not carry any warranty for merchantability or fitness for intended use either express or implied and product and system is sold “as is”.

Storm-Busters Clearview® polycarbonate panels are to be used for storm (e.g. hurricane or tropical storm) protection only, and should be utilized only immediately before or during a storm when the storm is expected to affect your home. Once the danger passes, all Storm-Busters Clearview® polycarbonate products are required to be removed and stored. If the products are stored outside ensure that the UV side is facing the sunlight to retain the UV protection warranty of the product.

Storm-Busters Clearview® polycarbonate Panels, which are purchased through a retailer / dealer panels, are subject to the manufacturer’s warranty. Manufacturer’s warranty is a limited warranty and at the manufacturer’s option will replace or refund product up to **10 (Ten) years** from date of purchase. The following terms and conditions apply for the Storm-Busters Clearview® polycarbonate panels:

The warranty applies to sheets correctly installed and maintained as flat or cold curved glazing as recommended by Gallina USA LLC, subject to the limitations and exclusions listed herein.

A. Light Transmission

A 10-year warranty relating to the following properties:

For a period of 10 years, the yellowness index clear sheet, measured in accordance with ASTM D 1925-77, shall change less than 10 delta in comparison with the original value.

For a period of 10 years, the light transmission, measured in accordance with ASTM D 1003-77, shall decrease by no more than 6% in comparison with the original value.

B. Breakage

A 10-year warranty relating to the following properties:

For a period of 10 years, no breakage will occur due to normal weathering of the UV protected surface of the sheet. Claims for damage will be assessed by testing a piece of the sheet using a hail simulation test method. Any sheet tested and which remains unbroken by impact from artificial hail stone of 20mm diameter, with surface impact speeds of 21m/s, shall not be the subject of any claim.

General Conditions

1. The commencement date of this warranty is the date of original purchase and remains valid to the original purchaser only. Claimants must provide a receipt indicating the proof of purchase date.
2. Any other claims for damage or loss, either direct or indirect, or consequential whatever the cause thereof, are expressly excluded from this warranty.
3. The warranty remains valid only if the sheet has been correctly stored, handled, installed and cleaned as recommended by Gallina USA LLC.
4. Gallina USA LLC, or its authorized agent, must be notified of any claim immediately or not later than 28 days after the alleged failure. The claimant must allow an inspection of the installation site prior to removal of the sheets from their original position. In addition, Gallina USA LLC, reserves the right to independently investigate the circumstances of failure, including checks with the local meteorological survey and others.

Samples of the sheet must be provided for testing when requested by Gallina USA LLC.

Limitations and Exclusions

5. This warranty applies only to sheets which have been maintained in a scratch-free condition and have not been in contact with chemicals, paints, adhesives, solvents or other incompatible materials.
6. This warranty only applies to sheets which have been installed with their UV protected side facing outwards, therefore being the side exposed to solar radiation and normal weather conditions.
7. This warranty is not valid for sheets which have been thermoformed or altered from their original state.
8. For the warranty to remain valid, the sheets must be installed in accordance with the manufacturer's recommendations which include:
 - a. Maintaining support spacings at sizes appropriate for sheet thickness and conditions of applications.
 - b. Full adherence to fixing recommendations with the avoidance of over tightening screws, glazing bars and any other fixings.
 - c. Store sheets under an opaque cover at all times.
 - d. Cutting, drilling and handling is advised by Gallina USA LLC.
 - e. All other information contained in labels and publications relating to GALLINA USA LLC structured sheet.
9. In the event of an agreed warranty claim, Gallina USA LLC, reserves the right to supply new sheets free of charge or issue a refund to the purchaser for the original purchase price of the affected sheets. All further claims are excluded. Processing and installation costs are expressly excluded from this warranty.

The Storm-Busters® limited warranty is the sole and exclusive warranty. Any and all other warranties, express, implied merchantability or fitness for an intended use or purpose, are expressly disclaimed and product is sold "as is". Storm-Busters® has no liability for any other damages, direct or indirect, consequential, punitive, incidental, or special and the sole exclusive relief of the customer is the limited replacement or refund warranty set forth herein.

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