

APEX™ Clear Cast Acrylic Sheet & Block Products

30 Year UV Performance Warranty

- A. APEX POLYMER SOLUTIONS trading as ("APEX") supplies "APEX™ Clear Cast Acrylic Sheet" ("Substrate Material") utilizing the latest cast manufacturing processes and technology, in order to provide a high-quality cast flat sheet, which is specifically engineered as a glazing substrate finished product, to be used within a number of external and internal glazing applications.
- B. APEX supplies the Substrate Material to be:
- (a) a standalone product; or
 - (b) used by third parties with, or in the manufacture of, other products ("Third-Party Product"), supplied by third parties to customers ("You").
- C. This document contains the manufacturer defects warranty provided to You, by APEX for the Substrate whether you purchased it as a finished product or as a component of a Third-Party Product.

WARRANTY TERMS & CONDITIONS

WARRANTY

Subject always to the limitations & qualifications in this document, APEX warrants that the Substrate will meet the UV performance values set out below ("Warranty") for a period of 30 years beginning on the date of manufacture ("Warranty Period"):

- (a) **Light Transmission** The light transmission rate of the Product will not reduce by more than 30% from the light transmission value recorded at the time of manufacture measured by spectrophotometer using a light source at a wavelength of 520nm.
- (b) **Modulus of Elasticity** During the Warranty Period the modulus of elasticity of the Product will not reduce by more than 30% from the value recorded at the time of manufacture.
- (c) **Flexural Strength** During the Warranty Period the flexural strength of the Product will not reduce by more than 30% from the value recorded at the time of manufacture.
- (d) **Yellowness** The Product will not exceed a 'Delta b' yellowness index rating of 7 during the Warranty Period.

CLAIM PROCEDURE

- (a) Please note that any claim under the Warranty will only be considered if the following conditions have been met:
- (i) Your claim is made to APEX by post or email using the following details:

Postal Address:
Apex Polymer Solutions (Claim)
8 Hooker Street, Warehouse C, Chloorkop, Kempton Park

Email Address:
info@apexpolymers.co.za
 - (ii) You can establish that the Substrate Material (including where it forms part of a Third-Party Product) has been used as set out within this document.
 - (iii) You notified APEX within a reasonable time (and in any event no more than 30 days) after You first noticed, or ought reasonably to have noticed, the issue/defect; and
 - (iv) APEX's receipt and acknowledgement of the Warranty provided to you in accordance with clause 6(b).
- (b) If the conditions set out above in clause 2(a) are not met to APEX's satisfaction APEX may in its absolute discretion deny the claim and APEX will have no liability under the Warranty.

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DETERMINATION OF UV PERFORMANCE

- (a) APEX reserves the right to undertake independent investigations into the cause of any alleged defect or failure of the Substrate in connection with any claim under the Warranty.
- (b) Upon request You must provide APEX with a 1 square meter sample of the defective Substrate for trial and testing purposes.
- (c) Determination of UV performance will be undertaken by APEX as follows:
 - (i) loss of Light Transmission and Yellowness levels will be measured in reference to DIN 5036 using a light source at a wavelength of 520nm from a clean, unscratched sample as suggested by APEX; and
 - (ii) Flexural Strength and Modulus of Elasticity will be measured with reference to ISO 178. Samples will be conditioned to 23C / 50% RH.
- (d) Prior to the shipment of replacement Substrate Material, the entire defective stock of Substrate must be returned to APEX for assessment.

LIMITATIONS / EXCLUSIONS

Subject to APEX's obligations under applicable laws which cannot be excluded, modified or restricted under law.

- (a) APEX's liability to You:
 - (i) will be limited to APEX's choice of one of the following options:
 - (A) providing the same Substrate in a quantity which is sufficient to replace, the defective Substrate including where it has been used in a Third-Party Product; or
 - (B) providing an equivalent APEX product in a quantity which is enough to replace the defective Substrate including where it has been used in a Third-Party Product; or
 - (C) the cost of repairing the defective Substrate including where it has been used in a Third-Party Product.
 - (ii) will not include or extend to:
 - (A) Labor costs associated with the removal or repair of the defective Substrate (including where it has been used in a Third-Party Product); or
 - (B) Labor costs associated with the installation of the replacement Substrate (including where it has been used in a Third-Party Product); or
 - (C) injury to persons, damage to property, loss of income, profit or business, or any other indirect loss arising from or caused in any way by the defective Substrate.
- (b) The Warranty does not cover any defects, material failure or damage to the Substrate (including when it has been used in a Third-Party Product) resulting due to an event or cause beyond the reasonable control of APEX, including without limitation each of the following:
 - (i) Faulty/incorrect practice installation and support of the Substrate including as a result of not taking into consideration the thermal coefficient properties of the Substrate.
 - (ii) faulty design, method of manufacture or installation of the Third-Party Product.
 - (iii) exposure to methods used to join, attach, or seal the Substrate which have a detrimental effect on the Substrate (including where it has been used in a Third-Party Product).
 - (iv) failure to clean the Substrate (including where it has been used in a Third-Party Product) in accordance with APEX's recommendations set out in this document or in APEX's cleaning instructions available from APEX or the supplier of the Substrate or Third-Party Product.
 - (v) where the Substrate has been thermally altered formed / molded after manufacture.
 - (vi) transport, handling, storage or erection.
 - (vii) chemical agents, fumes, liquids or solids or rain with high corrosion degrees.
 - (viii) failure to replace corroded third party fasteners or fixings.
 - (ix) contact with abrasive aggressive materials or noncompatible chemical agents.
 - (x) failure to remove fallen debris from all surfaces.
 - (xi) accidental or intentional damage.
 - (xii) acts of nature including without limitation earthquakes, storms, fires, flood, cyclones or other similar events; and/or
 - (xiii) the application of additional treatments, varnishes, paints, sealants or other systems or finishing products.

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- (c) For the Warranty to be and remain effective, the following must occur:
- (i) the Substrate (including where it has been used in a Third-Party Product) must be installed, used and maintained in strict accordance with, in order of preference:
 - (A) APEX guidelines which are available from APEX or the supplier of the Substrate or Third-Party Product.
 - (B) all applicable industry standards current at the date of installation.
 - (ii) components fixed to or used with the Substrate must be manufactured from materials approved by APEX.
 - (iii) the Substrate, as supplied, must not at any time come into contact with an incompatible material.
 - (iv) the Substrate must be maintained in accordance with APEX's maintenance guidelines which are available from APEX or the supplier of the Substrate or Third-Party Product.

The Warranty excludes all other warranties, conditions, offers, promises or assurances, whether express or implied, except to the extent that such warranties, conditions, offers promises or assurances, cannot by virtue of law be so excluded.

If APEX provides You with new Substrate (whether of the same or equivalent material) to replace the defective Substrate covered by the Warranty:

- (i) the new Substrate will be covered by the Warranty for the remainder of the Warranty Period as if the new Substrate were the original Substrate; and
- (ii) APEX will not provide You with a new Warranty in relation to the new Substrate provided to You in accordance with this Warranty.

To the extent permitted by law:

- (i) APEX will not be liable for any damages arising out of the use or application of the Substrate, nor will APEX be liable for any amount greater than the original price paid for the Substrate.
- (ii) the Warranty represents Your sole and exclusive recourse and additional claims for extra expenses incurred are the sole responsibility of You.

APEX RECOMMENDED CLEANING PROCEDURE

- (a) The Substrate, like all plastics, should be cleaned regularly and APEX suggests a cleaning schedule of at least once per year.
- (b) A regular cleaning program will reduce the effects of weathering but will not entirely eliminate them.
- (c) APEX's recommended cleaning process may be amended from time to time as published on its website however the current recommended cleansing process is as follows:
 - (i) Rinse sheet with lukewarm water only. DO NOT ADD DETERGENTS OR SOAP to the water.
 - (ii) Only use a soft cloth, gentle cloth or sponge, lightly wash to loosen remaining dirt and residue. DO NOT SCRUB or use brushes, harsh instruments. APEX clear acrylic sheet/block is not scratch or abrasion resistant.
 - (iii) Repeat rinse with clean lukewarm water.
 - (iv) Dry with a soft, clean cloth to prevent water spotting.

WARRANTY VALIDITY

- (a) In order for the Warranty under this document to apply You must within 30 days of purchasing the Substrate or Third-Party Product return to APEX (using the details provided at clause 2(a)(i):
 - (i) a copy of this Warranty that has been completed and signed by both You and the Supplier at clause 7; and
 - (ii) a copy of the invoice from the supplier of the Substrate or Third-Party Product that includes the following details:
 - (A) correct applicable name and address of the customer.
 - (B) the purchase date; and
 - (C) the complete product description with the total quantity of the purchased Substrate.
- (b) APEX will acknowledge receipt in writing to You and this acknowledgement must be produced by the supplier to validate a claim.
- (c) APEX reserves the right to inspect the premises at which the Substrate or Third- Party Product have been, or will be used, as part of the Warranty registration process and/or inspect and conduct tests as necessary at any time after a claim is made under this Warranty.

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WARRANTY DETAILS

Customer Name:

Address:

Phone:

Email:

Date of Sale:

Supplier Invoice No:

Quantity

Apex Batch No:

Supplier Signature:

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Apex® Polymer Solutions (Pty) Ltd*

*Previously trading as Perspex SA