

## FAKRO America L.L.C. - Limited Warranty

FAKRO America, L.L.C. specializes in manufacturing quality skylights, roof windows, flashings and accessories. The position of our company is marked with many years of hard work in order to establish modern production techniques, fulfilling the needs of constantly more demanding clients. FAKRO is dedicated to the highest standards of quality, which is reflected in our reputation for workmanship, product performance and customer satisfaction.

Even though FAKRO products are of superior quality, they must be properly installed, used and maintained in order to obtain optimum performance. The following is provided to inform the consumer of specific limited warranties which apply to FAKRO skylights and roof windows.

### FAKRO LIMITED WARRANTY

This LIMITED WARRANTY is provided by FAKRO America, L.L.C., and extends to the retail purchaser and all transferees of the retail purchaser (hereinafter "end user") of FAKRO Insulating Glass, Roof Windows, Skylights, Flashing, Blinds and Controls.

#### 1. FAKRO INSULATING GLASS.

For a period of **twenty (20) years** from the date of purchase FAKRO warrants to the end user that the insulating glass pane will not develop a material obstruction of vision due to a failure of the glass seal under normal use and service. FAKRO's obligation under this warranty shall be limited to repairing or replacing without charge for material or labor any defective glass pane.

#### 2. FAKRO ROOF WINDOWS, SKYLIGHTS AND FLASHING.

For a period of **ten (10) years** from the date of purchase, FAKRO warrants to the end user that FAKRO roof windows, skylights and flashings will be free from defects in material and workmanship under normal use and service. FAKRO's obligation under this warranty shall be limited to repairing or replacing without charge for material or labor any defective roof window, skylight or flashing.

#### 3. FAKRO BLINDS AND CONTROLS.

For a period of **two (2) years** from the date of purchase FAKRO warrants that FAKRO blinds (shades, poles and other accessories) and controls (including motorized operators) will be free from defects in material and workmanship under normal use and service. FAKRO's obligation under this warranty shall be limited to repairing or replacing without charge for material or labor any defective blind or control.

The warranty period begins from the date the FAKRO product is purchased from a FAKRO dealer and must be substantiated with the original invoice or sales receipt. If the purchase date cannot be substantiated, the warranty period will begin on the date of manufacture as indicated on each product. The following pages contain General Conditions and Exclusions, **INCLUDING LIMITATIONS ON THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND EXCLUSIONS OF DAMAGES.**

# GENERAL CONDITIONS AND EXCLUSIONS

The Limited Warranty set forth in this document is the only express warranty, and this writing is the final, complete and exclusive expression of all express warranties applicable to FAKRO products. Any statement of FAKRO's agent or any other person that purports to differ from, modify or expand this Limited Warranty shall have be of no effect. All warranty claims must be made during the applicable warranty period.

All implied warranties, **INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**, are limited to the applicable time limitations set forth above in the Paragraphs numbered 1 through 3 of this Limited Warranty.

FAKRO excludes and will not pay for incidental or consequential damages and its liability will in all instances be limited to repair or replacement of the defective product. Some States do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

The warranty does not cover any labor cost associated with the installation of replacement products or components if FAKRO chooses not to repair the product. The providing of replacement products or components shall not extend the original warranty period. FAKRO reserves the right to provide a similar replacement product or component if the original version is no longer available at the time of the claim.

No warranty will apply to any product that is not finished, installed, maintained and operated in accordance with FAKRO instructions. Some states do not allow the exclusion or limitation of accidental or consequential damages or limitation of the duration of implied warranties, so the above limitations or exclusions may not apply to you.

## **THIS WARRANTY IS ONLY APPLICABLE TO PRODUCTS SOLD AND INSTALLED WITHIN THE UNITED STATES OF AMERICA AND CANADA**

### **What is Not Covered by this Limited Warranty**

This warranty does not cover, and we will not provide repair, replacement or refund for any of the following:

- Product failure or damage due to improper installation or modification including
- Adjustments or corrections due to improper installation
- Failure due to product modifications or shading devices
- Units improperly assembled and/or improperly installed by others.

Damage caused by the following:

- Improper installation, use or maintenance, including but not limited to stress cracks.
- Exposure to conditions beyond published performance specifications.
- Water infiltration other than as a result of a defect in manufacturing materials or workmanship.
- Condensation.
- Damage to glass caused by others, including without limitation, cleaning glass by other than approved methods.
- Damage to metal surfaces caused by brick wash, chemicals or airborne pollutants, including without limitation salt or acid rain.
- Damage that occurs during delivery by others.
- Damage caused by accidents or act of God.
- Damage as a result of normal wear and tear, including, but not limited to, non-uniform fading or color changes from non-uniform exposure to the sun or elements.

Additional Exclusions and Limitations:

The following items are also excluded from this warranty:

- Labor and other cost related to the removal and disposal of defective product.
- Labor and materials related to trim or other carpentry work that may be required.
- Products not manufactured by FAKRO.
- Service trips to provide instruction on product use.
- Shipping costs for replacement products.

### **WARRANTY CLAIM PROCEDURE**

In order to obtain the benefits of this warranty, you must give us notice of the defective product, within a reasonable time after you discover or reasonably should discover the defect, and in all cases within the warranty periods set forth above. Your claim must be made to FAKRO America L.L.C., 311 West Laura Drive, Addison, Illinois 60101, tel: (630) 543 1010. You must include with your claim, the following information:

- description of the product such as size and type of the product (located on the identification FAKRO label attached to upper part of the sash.)
- a description of the defect - your name and address (with zip/postal code) where the product is installed, and phone number(s).

For a period of thirty days after submitting your claim, you agree to allow FAKRO reasonable access to the product, at FAKRO's expense, for the purpose of inspection and evaluation of your claim. Within sixty days following the date of your claim, FAKRO will advise you of whether it is accepting or rejecting your claim under this Warranty. If the claim is accepted, FAKRO will provide repair or replacement under the terms of this Limited Warranty within sixty days following acceptance of the claim.

**THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. YOU HAVE THE RIGHT TO SEEK A REMEDY IN COURT IF YOU BELIEVE FAKRO HAS BREACHED ITS OBLIGATIONS UNDER THIS WARRANTY.**