

FAKRO SKYLIGHTS LIMITED WARRANTY

Thank you for choosing FAKRO products.

This limited warranty is provided by FAKRO America LLC, 39 West Factory Road, Addison, IL 60101 to the end-users of FAKRO's products. For the purpose of this Warranty, the „end-user“ refers to a legal entity or an individual person who originally purchased the product and who did not acquire the product for the purpose of resale.

1. FAKRO GUARANTEES THE FOLLOWING PRODUCTS IN THE FOLLOWING PERIODS:

▶ 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 defect in material and workmanship as a result of normal use and service. This part of warranty does not apply to remote controls and electric motors found in electric and solar venting models.

▶ FLAT ROOF WINDOWS, FLAT ROOF ACCESS AND WALKABLE SKYLIGHT

For a period of **five (5) years** from the date of purchase, FAKRO warrants to the end-user that FAKRO products will be free from defect in material and workmanship as a result of normal use and service.

This part of warranty does not apply to electric motors, remote controls and gas springs found in some of these models.

▶ INSULATING GLASS

a) HAIL DAMAGE *

FAKRO warrants laminated glass panes against hail breakage for 20 years from the date of purchase.

b) INSULATING GLASS SEAL

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 as a result of normal use and service for a period of ten (10) years from the date of purchase.

▶ FAKRO BLINDS, ELECTRICAL DEVICES AND GAS SPRINGS WARRANTY

For a period of **two (2) years** from the date of purchase, FAKRO warrants that its blinds (shades, poles and other accessories), electrical devices (including motorized operators, solar power systems, remote controls and rain sensors) and gas springs will be free from defect in material and workmanship as a result of normal use and service.

** Hail damage warranty is limited to crack or break. Confirmation of the occurrence of hail from the National Weather Service for the appropriate location of original installation will be required. Hail damage warranty is limited to storms with a hail size equal or smaller than a size of a golf ball (1 ¾ inches in diameter).*

2. 10 YEARS LEAK-PROOF SKYLIGHT INSTALLATION WARRANTY

- 2.1. This warranty refers to the new and original FAKRO fixed (FX), manual venting (FV), electric venting (FVE) and solar venting (FVS) skylights manufactured after January 1, 2014 installed on residential buildings with new and original FAKRO flashing kits (EL, ELA, EH-A, EH/A-A) and installed strictly following FAKRO's installation instructions.
For the period of ten (10) years from the date of installation, FAKRO warrants that no water will leak* neither through the installed skylight nor between the installed skylight and the roof deck.
- 2.2. In case of any water leakage through the installed skylight or between the installed skylight and roof deck, FAKRO at its sole discretion will do one of the following:
- 1) Repair or reinstall the roof window or skylight, at the Company's expense;
 - 2) Replace the skylight with another product of the same or similar model,
 - 3) Cover the costs of a one (1) time reinstallation of the skylight, not exceeding an amount of \$1000 (costs must be justified)
- 2.3. Additional Exclusions and Limitation:
This warranty excludes and will not cover any leaks that are the result of the following:
- 1) Installation or re-installation of skylights without ice and water guard.
 - 2) Installation or re-installation of skylights without the use of FAKRO's original flashing designed for the given type of roofing material;
 - 3) Venting products left open when raining or during any other type of precipitation;
 - 4) Moisture penetrating through the roof construction and roofing material;
 - 5) Incorrect installation of the product as per the installation instruction
 - 6) Any mechanical product damage or unfavorable outside conditions (beyond product design limitations) having an effect on the reason for the leak;
 - 7) Faulty building construction or design.
 - 8) Improper use not according to the instructions.

If the instruction is not with the product. All instructions are available at www.fakrousa.com or www.fakro.com

Don't attempt to repair or replace product without FAKRO authorization. Therefore, FAKRO will not be responsible for any damages to persons or properties covered product, caused by any authorized attempt to repair or replace the product. It is responsibility of the end user to mitigate and minimize water damage or any other damage that a defect product may cause.

3. FAKRO, AT ITS SOLE AND ABSOLUTE DISCRETION IS LIMITED TO ONE OF THE FOLLOWING:

- 1) the delivery of replacement parts to the retailer or the end-user free of charge; or
- 2) the delivery of a roof window, skylight or flashing to the retailer or the end-user free of charge; or
- 3) the refund of the purchase price to the end-user.

** Leaks refer to water in liquid form penetrating through the fully installed skylight or between the skylight and roof deck. The condensation on the product which may occur as a natural result of humidity within a building or a variation between indoor and outdoor temperature is not a „leak“ and is not covered by this warranty. The flood and water over flowing the roof or skylight, this is considered acts of God and is not covered by the warranty. In case of extreme snow or larger areas above the skylights, a water diverter should be considered.*

4. GENERAL CONDITIONS AND EXCLUSIONS

- 4.1. The warranty period begins on the date a new FAKRO product was purchased from a retailer and must be substantiated with the original invoice or sales receipt. If the purchase date cannot be substantiated, the warranty period will begin as of the date of manufacture; which is indicated on each product. And in such case the the (10) year warranty period shall be deemed to begin on the date of manufacture. Any reinstallation or replacement of the product will not extend the original warranty period
- 4.2. 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 the FAKRO's agent or any other person that purports to differ from, modify or expand this Limited Warranty shall have no effect. All warranty claims must be made during the applicable warranty period.
- 4.3. The warranty does not cover any labor cost associated with the installation of replacement products or components. The provision of replacement products or components shall not extend the original warranty period.
- 4.4. 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.
- 4.5. No warranty will apply to any product that is not finished, installed, maintained and operated in accordance with FAKRO's instructions.

Some States or Provinces do not allow for the exclusion or limitation of accidental or consequential damages or the limitation on of the duration of implied warranties; as a result, the limitations or exclusions above may not apply to you.

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 this Limited Warranty.

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

5. WHAT IS NOT COVERED BY THIS LIMITED WARRANTY:

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

1. Product failure or damage due to improper installation or modification including:
 - a) adjustments or corrections due to improper installation;
 - b) failure due to product modifications or shading devices;
 - c) units improperly assembled and/or improperly installed by others.
2. Damage caused by the following:
 - a) improper storage, installation, use or maintenance, including but not limited to stress cracks;
 - b) exposure to conditions beyond performance specifications, available on request;
 - c) water infiltration other than a result of a defect in manufacturing materials or workmanship;
 - d) condensation.
3. Damage to glass caused by others, including without limitation, cleaning glass by other than the approved methods.
4. Damage to metal surfaces caused by brick wash, chemicals or airborne pollutants, including without limitation salt or acid rain.
5. Damage that occurs during delivery by others.
6. Damage caused by accidents or acts of God.
7. Damage as a result of normal wear and tear, including, but not limited to, non-uniform fading or colour changes from nonuniform exposure to the sun or elements.
8. Shipping costs for replacement products to Alaska, Hawaii, Puerto Rico
9. Any deviation from the assembly instructions will void the warranty
10. Irregularities or restrictions in the functioning of the product resulting from factors not related to the product, e.g. resulting from a faulty construction project
11. All the changes in wood colour or disappearance of colour owing to such factors as sun/condensation/ acid rains/salt and also other occurrences causing corrosion or changes in material, changes being a natural process,
12. Obstacles or limitations in operation of the Product as a result of ice formations, snow, tree branches
13. And any other damages and faults, which are not faults, understood as applying faulty materials, production and construction errors of the Product are not covered according to this warranty.

5.2. Additional Exclusions and Limitations:

1. The following items are also excluded from this warranty:
 - a) Labor and other cost related to the removal and disposal of defective products
 - b) Labor and materials related to trim or other carpentry work that may be required.
 - c) Products not manufactured by FAKRO.
 - d) Service trips to provide instruction on product use.
 - e) the costs of speciality equipment, such as cranes, boom trucks, lifts, scaffolding required to install or service replacement products are not cover by this warranty

5.3. FAKRO responsibility for the faults of the Product cannot exceed the cost of the purchase. FAKRO is not responsible for the costs owing to the faults of the Product such as repairs, loss of income, etc.

Some States or provinces do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages; as a result, the above limitations or exclusions may not apply to you.

6. WARRANTY CLAIM PROCEDURE

- 6.1. In order to obtain the benefits of this warranty, you must give FAKRO 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 period. Normally in case of the defective Product, the end user is bound to inform FAKRO within 60 days after the defects have been discovered, providing the serial number of the product. Visible defects must be reported within 30 days from the purchase date, but before the product is installed.
- 6.2. Your claim must be made to local FAKRO office or authorized distributor. Contact details are available on our website at www.fakrousa.com.
- 6.3. Your claim must include the following information:
 - a) your name and address (with zip/postal code, e-mail address);
 - b) where the product is installed;
 - c) contact phone number(s)
 - d) a photograph of the product ID label or a description of the product: size and type of the product (located on the FAKRO identification label attached to the sash)
 - e) a possible description (as precise as possible) of the defect including pictures as well as your attempts to solve the problem (if any).
- 6.4. For a period of thirty (30) working days after submitting your claim, you agree to allow FAKRO reasonable access to the product, for the purpose of inspection and evaluation of your claim. Within sixty working days following the date of your claim, FAKRO will advise you of whether your claim has been accepted or rejected under this Warranty.
- 6.5. In case FAKRO is responsible for the faulty product, it may at its own discretion:
 - a) repair the Product in the end-user place
 - b) entrust the repair to the authorized company
 - c) replace the Product at the end user place;
 - d) refund the cost of the Product according to the purchased price
- 6.6. FAKRO at its own discretion decides about accepting and the way of solving the warranty. In case, there is a decision on the Product replacement, FAKRO can provide similar Product of the same type, kind and quality.
- 6.7. In case of service claims, concerning the product, the end user has to provide the service technicians with proper and safe access to the Products installed higher than 8ft above the floor level or safe access to the Products from the outside of the building where there is no safe access from the inside.

7. CUSTOMER OBLIGATIONS and MAINTENANCE.

- 7.1. In order to keep the skylights in the right condition, the end-user should:
 1. Clean and paint the frame with water-based lacquer every three (3) years
 2. Receive maintenance service by an authorized company or installer, every ten (10) years after the purchase date, including:
 - a) replacing all of skylight's covering profiles
 - b) replacing all of the glazing unit sealant (glazing unit must be removed and replaced with new butyl sealant)
 - c) resealing the skylight with the new FAKRO flashing and ice, water guard
 - d) completing any required repairs or replacements.
 3. Oiling the hinges every year.
 4. Cleaning the window covering from leaves and other impurities that may cause water damaging every year.
- 7.2. The cost of parts and the maintenance service is the full responsibility of the skylight's owner.

Please keep and read FAKRO maintenance instructions. All maintenance instruction available at www.fakrousa.com or www.fakro.com

Once again thank you for choosing FAKRO products.