

FAKRO WARRANTY

FAKRO - SKYLIGHTS LIMITED WARRANTY

FAKRO specializes in manufacturing quality skylights, roof windows, flashings and other accessories.

FAKRO has many years of experience, making us a leader in modern production techniques, which has helped us meet the ever increasing needs of our clients. FAKRO is dedicated to providing only the highest quality products and this is reflected in our workmanship, the performance of our products and a high level of customer satisfaction.

Although FAKRO produces only high quality products, they must be also properly installed, used and maintained in order to ensure their optimum performance. The following information is provided to inform consumers of specific limited warranties which apply to FAKRO skylights and roof windows.

FAKRO LIMITED WARRANTY

This limited warranty is provided by FAKRO 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.

The warranty period begins on the date a new FAKRO product is purchased from a retailer. If the purchase date cannot be substantiated, the warranty period will begin as of the date of manufacture; which is indicated on each product.

1. FAKRO INSULATING GLASS.

Tempered glass durability is covered under the Lifetime* Hail Warranty.

In addition, 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 **twenty (20) years** from the date of purchase. FAKRO at its sole and absolute discretion, is limited to one of the following:

- 1) the delivery of a replacement glass unit to the retailer or directly to the end-user free of charge; or
- 2) the refund of the glass purchase price to the end-user

*Lifetime – refers to a period no greater than **thirty (30) years** from the date of manufacture.

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 defect in material and workmanship as a result of normal use and service. FAKRO, at its sole and absolute discretion, is limited to one of the following:

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

3. LIFETIME* FX SKYLIGHT WOODEN FRAME WARRANTY.

The following warranty refers to the original FAKRO fixed skylights (FX) manufactured after January 1, 2014, installed on residential buildings, using the original FAKRO flashing kits (EL or EH-A) from FAKRO and installed strictly following FAKRO's installation instructions.

FAKRO warrants to the end-user that the wooden frames will be free from defect in material and workmanship as a result of normal use and service, for the lifetime of the product. This warranty refers only to the wooden frames and does not cover any other parts of the skylight itself.

CUSTOMER OBLIGATIONS.

In order to benefit from the Lifetime* Skylight Wooden Frame Warranty, the customer must:

1. Clean and paint the frame with water-based lacquer every **three (3) years**
2. Register the skylight(s) on our website at www.fakrousa.com (American customers) or www.fakro.ca (Canadian customers), within **five (5) years** after the purchase.
3. 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) reseal the skylight with the new Fakro flashing and water-ice shield
 - d) completing any required repairs or replacements.

The cost of parts and the maintenance service is the full responsibility of the skylights owner.

*Lifetime – refers to a period no greater than **thirty (30) years** from the date of manufacture.

4. 10 YEARS LEAK-PROOF SKYLIGHT INSTALLATION WARRANTY.

This warranty refers to the new and original FAKRO fixed (FX), manual venting (FV), and electric venting (FVE) 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.

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)

If the customer has any doubts regarding the correct installation of the skylight, they should contact an installer authorized by FAKRO, or FAKRO's head office to inspect the installation and verify that it complies with FAKRO's installation instructions. If FAKRO's servicer or installer finds that the skylight was installed incorrectly the customer will be charged (at his or her expense) to correct the improper installation.

Additional Exclusions and Limitations:

This warranty excludes and will not cover any leaks that are the result of the following:

- 1) Installation or re-installation of skylights without wrapping them with the recommended self-adhesive roofing underlayment. A list of recommended by FAKRO is available on our websites at www.fakrousa.com and www.fakro.ca under the Service section.
- 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;
- 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.

* Leaks refer to water in liquid form penetrating through the fully installed skylight or between the skylight and roof deck.

5. FAKRO BLINDS AND CONTROLS WARRANTY

For a period of two (2) years from the date of purchase, FAKRO warrants that its blinds (shades, poles and other accessories) and controls (including motorized operators) will be free from defect in material and workmanship as a result of normal use and service. FAKRO at its sole and absolute discretion, is limited to one of the following:

- 1) The delivery of a replacement part to the retailer or directly to the end-user, free of charge; or
- 2) The delivery of a replacement blind to the retailer or directly to the end-user; or
- 3) The refund of the purchase price to the end-user

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 warranty period begins on the date the 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.

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.

The warranty does not cover (excluding the LEAK-PROOF SKYLIGHT WARRANTY) 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. 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'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 the Paragraphs numbered 1 through 3 of this Limited Warranty.

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:

- a) 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.
- b) 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 a result of a defect in manufacturing materials or workmanship;
 - condensation.
- c) Damage to glass caused by others, including without limitation, cleaning glass by other than the approved methods.
- d) Damage to metal surfaces caused by brick wash, chemicals or airborne pollutants, including without limitation salt or acid rain.
- e) Damage that occurs during delivery by others.
- f) Damage caused by accidents or acts of God.
- g) Damage as a result of normal wear and tear, including, but not limited to, non-uniform fading or colour changes from non-uniform exposure to the sun or elements.

Additional Exclusions and Limitations:

The following items are also excluded from this warranty:

- a) Labor and other cost related to the removal and disposal of defective products (does not refer to the terms of the LEAK-PROOF SKYLIGHT WARRANTY)
- 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.

FAKRO will not be responsible for any property damages caused by FAKRO products.

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

In order to obtain the benefits of this warranty, you must give the Company 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 local FAKRO office or authorized distributor. Contact details are available on our website at www.fakro.com website.

Your claim must include the following information:

- your name and address (with zip/postal code);
- where the product is installed;
- contact phone number(s)
- a description of the product: size and type of the product (located on the FAKRO identification label attached to the sash);
- a possible description (as precise as possible) of the defect including pictures as well as your attempts to solve the problem (if any).

For a period of thirty (30) 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 your claim has been accepted or rejected under this Warranty.

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