

# Limited Lifetime Warranty

**Warranty Coverage:** Subject to the conditions, exclusions and limitations stated herein, DayLite Company warrants its product, SkyLite Series skylights, under this warranty document to be free from defects in material and workmanship which would render its products unfit for their normal and recommended use and service. **THIS LIMITED WARRANTY IS IN EFFECT FOR AS LONG AS THE ORIGINAL PURCHASER OWNS THE DAYLITE COMPANY. THIS WARRANTY COVERS DEFECTS WHICH BECOME EVIDENT AT ANY TIME DURING THE OWNERSHIP BY SUCH FIRST PURCHASER,** provided (a) that written notice of defect(s) is given to and received by DayLite Company, at the address set forth below is followed. This warranty is extended only to the first purchaser of the product who purchases the product for purposes other than resale, hereinafter called the "Purchaser".

**Exclusions From Coverage:** This warranty does not cover (or protect):

1. Any purchaser or owner of DayLite Company product except the Purchaser as hereinabove defined.
2. Defects or damages arising in, or as a result of, shipment by common carriers, private transportation, and/or other means of transportation.
3. Defects or damages arising out of, or as the result of, mishandling and/or defective or improper installation of DayLite Company's product (including installation not in accordance with product instructions).
4. Products installed in or submitted to high heat, high moisture or extreme temperature changes.
5. Products subjected to stress and strain resulting from movement of building and/or building components or resulting from expansion or contraction of building components or high vibration environments.
6. Defects or damages arising out of, or as the result of, accident, Act of God, intentional human act, product misuse or abuse, or such other circumstances beyond the control of DayLite Company.
7. Scratches and abrasions due to improper handling or improper cleaning.
8. Products used outside the continental United States.

**Warranty Claim Procedure:** In the event of discovery of a defect in DayLite Company's product for which warranty coverage is provided hereunder, Purchaser must follow this procedure.

1. All warranty claims must be presented in writing to the Customer Service Manager, DayLite Company, Ventura, CA. 93003

2. Purchaser must use reasonable diligence and efforts to provide in the written claim to DayLite Company, all of the following:
  - Nature or adequate description of defect(s).
  - Identification of product involved (size, design, type and product number).
  - Date of Purchaser purchase, place of purchase, from who purchased, and date of delivery to Purchaser.
3. Purchaser, at DayLite Company's option, must permit claimed defective product to be inspected by DayLite Company or its representative designated for such inspection purposes.
4. Purchaser shall pay any shipping, labor, removal of original product, installation, or other charges and expenses claimed or incurred by Purchaser in the event that Purchaser's warranty claims falls within the warranty coverage provided herein.

**Warranty Action:** In fulfilling its warranty, DayLite Company has the option of providing (a) a replacement product of like kind and design, or (b) a refund to Purchaser based upon DayLite Company's selling price effective on the date of Purchaser's purchase. Within thirty (30) days after receipt of Purchaser's written warranty claims, DayLite Company shall review the claim, conduct an inspection of the product (optional) and determine whether it falls within the warranty coverage: and if it does so fall, DayLite Company shall make an election between (a) and (b) above and perform the warranty action in accordance with the election, DayLite Company's claim review, inspection (optional), determination of coverage, election, and performance under this warranty shall be conducted only during its usual business hours 8:00 a.m. to 5:00 p.m., Monday through Friday.

## Disclaimer:

DAYLITE COMPANY MAKES THE LIMITED WARRANTY ON THE FACE HEREOF, EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES, THE LATTER BEING EXCLUDED FROM THIS TRANSACTION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE DURATION OF THE EXPRESS LIMITED WARRANTY ON THE FACE HEREOF. THE PURCHASER UNDERSTANDS AND AGREES THAT THIS LIMITED WARRANTY SETS FORTH AES, INC. SOLE OBLIGATION AND PURCHASERS SOLE AND EXCLUSIVE REMEDY FOR A DEFECTIVE PRODUCT,

AND THAT, EXCEPT AS PROVIDED FOR HEREIN OR REQUIRED UNDER APPLICABLE LAW DAYLITE COMPANY SHALL NOT BE LIABLE UNDER THIS LIMITED WARRANTY OR OTHERWISE FOR ANY CONSEQUENTIAL INCIDENTAL, OR OTHER DAMAGES OR LOSS.

This limitation of remedies is not intended to cover consequential damages for personal injuries in the case of consumer goods. To the extent that applicable local laws provide legal remedies or damages despite the provisions of this limited warranty. Purchaser is advised to consult such local laws.

This limited warranty cannot be modified in any way except by written instrument duly executed by both DayLite Company and Purchaser. Invalidation of any one or more of the provisions of this limited warranty shall in no way affect any of the other provisions hereof, which remain in full force and effect.

This limited warranty is not transferable.



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