



LIMITED WARRANTY

1. Subject to the exclusions and limitations set forth in this limited warranty policy, **Artistic Skylight Domes Ltd.** warrants to the original owner of the property where the Product is installed (the "**Owner**"), that branded products manufactured by **Artistic Skylight Domes Ltd.** (the "**Product**") purchased by the Owner will be free from defects in material and workmanship for the applicable component warranty period, if and only the Product is unaltered by the Owner or any third party, and is properly used in accordance with the specifications and instructions provided to the Owner with the Product (the "**Instructions**") The warranty period for the different components of the Product shall be as follows:

| <u>Component</u> | <u>Warranty Period</u> |
|----------------------|------------------------|
| Glass Seal | 10 Years |
| Acrylic Seal | 5 Years |
| Motorization | 1 Year |
| Hardware & Hinges | 5 Years |
| All other components | 5 Years |

2. If a Product is found to be defective pursuant to the terms in Section 1 during the first year after the Owner purchased the Product and it is reported to **Artistic Skylight Domes Ltd.** in accordance with Section 3, **Artistic Skylight Domes Ltd.** will provide replacement material (but will not cover any labor costs, nor any freight, delivery, and customs duty charges associated with the replacement) for the components of the Product found to be defective. For the remainder of the applicable component warranty period, **Artistic Skylight Domes Ltd.** will provide replacement material (but will not cover any labor costs, nor any freight, delivery, and customs duty charges associated with the replacement) for the components of the Product found to be defective upon receiving an advance payment by the Owner of a \$100 service fee for each warranty claim. The foregoing shall be the Owner's sole and exclusive remedies.
3. Any claims under this limited warranty must be submitted by the Owner in writing to **Artistic Skylight Domes Ltd.** promptly after discovery of the defect and within the applicable component warranty period.
4. Please note that **Artistic Skylight Domes Ltd.** may, in its sole discretion, amend or revise this LIMITED WARRANTY, including the claims procedure, from time to time. Please go to www.artisticskylight.com/customer-care/warranty for the most updated information.

WARRANTY PERIODS

5. The applicable component warranty period begins from the date the Product is purchased from **Artistic Skylight Domes Ltd.** and must be substantiated with the original invoice or sales receipt. If the purchase date cannot be substantiated, the applicable component warranty period will begin on the date the Product was delivered to the Owner. The providing of replacement Products or components thereof by **Artistic Skylight Domes Ltd.** shall not extend the original applicable component warranty period.
6. **Artistic Skylight Domes Ltd.** reserves the right to provide a different but similar replacement Product or component thereof if the original version is no longer available at the time of the warranty claim. This limited warranty will not apply if the Product is not finished, installed and operated in accordance with the Instructions. This warranty is NON-ASSIGNABLE and is only for the benefit of the Owner.

GENERAL EXCLUSIONS

7. THE WARRANTY SET FORTH IN SECTION 1 DOES NOT COVER THE FOLLOWING:

- A. GLASS OR PLASTIC/ACRYLIC DOME AND PYRAMID SHAPED BREAKAGE, CRAZING OF PLASTIC/ACRYLIC DOME AND PYRAMID SHAPED OR CONDENSATION;
- B. PLEXIGLAS/LEXAN/ACRYLIC ARE CONSIDERED A HYDROSCOPIC MATERIAL; IT IS POROUS AND THEREFORE ALLOWING MOISTURE TO TRAVEL THROUGH IT UNDER CERTAIN CONDITIONS. THIS WARRANTY DOES NOT COVER AGAINST CONDENSATION ON GLASS, ON AND BETWEEN PLASTIC/ACRYLIC, OR ON AND BETWEEN POLYCARBONATE THERMAL GLAZING;
- C. ANY BLEMISHES/SCUFFS/SCRATCHES/HAZING/DISTORTED VIEW THAT MAY OCCUR DURING MANUFACTURING IN POLYCARBONATE OR ANY PLASTIC PRODUCTS;
- D. SPONTANEOUS GLASS BREAKAGE;
- E. PRODUCTS DAMAGED AS A RESULT OF:
 - i. GLASS OR PLASTIC BREAKAGE
 - ii. WATER PENETRATION NOT RESULTING FROM A DEFECT IN A PRODUCT
 - iii. ABUSE, MISUSE, FAULTY BUILDING CONSTRUCTION OR DESIGN
 - iv. IMPROPER HANDLING
 - v. INSTALLATION IN AREAS OF HIGH HUMIDITY OR AREAS WITHOUT ADEQUATE VENTILATION OR HUMIDITY CONTROL
 - vi. ACTS OF GOD
 - vii. PRODUCTS SUBJECTED TO CONDITIONS OUTSIDE THEIR DESIGN LIMITATIONS
 - viii. MINOR IMPERFECTIONS IN GLASS OR PLASTIC COMPONENTS THAT DO NOT AFFECT THE PRODUCT IN PERFORMANCE OR OBSCURE VISIONS
 - ix. MINOR VARIATIONS IN GLASS OR PLASTIC COLORATION
 - x. DAMAGE CAUSED BY CORROSIVE ENVIRONMENTAL FACTORS SUCH AS ACID RAIN
 - xi. VARIATIONS IN SKYLIGHT FRAME GRAIN OR COLOUR
 - xii. SKYLIGHT FRAME DETERIORATION DUE TO IMPROPER INSTALLATION OR MAINTENANCE
 - xiii. DETERIORATION OF OTHER SKYLIGHT COMPONENTS DUE TO IMPROPER INSTALLATION OR MAINTENANCE
 - xiv. WOOD ROT DUE TO IMPROPER INSTALLATION OR MAINTENANCE
- F. ANY CRAZING, CRACKING, OR DISCOLORATION OF PLASTIC/ACRYLIC/POLYCARBONATE GLAZING IF BROUGHT INTO CONTACT WITH INCOMPATIBLE MATERIALS. THESE MATERIALS MAY INCLUDE CLEANERS, POLISHES, ADHESIVES, SEALANTS, GASKETING OR PACKAGING MATERIALS, CUTTING EMULSIONS, OR ANY SIMILAR MATERIALS;
- G. NORMAL WEAR AND TEAR OR ANY PROBLEMS ARISING FROM FAILURE TO PROPERLY MAINTAIN THE PRODUCT;
- H. THE WARRANTY SET FORTH IN SECTION 1 SHALL BE NULL AND VOID IF BLINDS ARE INSTALLED IN THE SKYLIGHT SHAFT WITH INSUFFICIENT AIR CIRCULATION BETWEEN THE SKYLIGHT AND THE ROOM BELOW;

- I. THE WARRANTY ON INSULATED GLASS SHALL BE NULL AND VOID IF ANY FILM IS APPLIED TO THE GLASS SURFACE;
 - J. GLASS UNIT SKYLIGHTS ARE NOT SUITABLE FOR FLAT ROOFS; THIS WARRANTY SHALL BE NULL AND VOID IF GLASS SKYLIGHT IS INSTALLED ON LESS THAN A 3:12 ROOF PITCH; AND
 - K. SELF FLASHING SKYLIGHTS ARE NOT SUITABLE FOR FLAT ROOFS; THIS WARRANTY SHALL BE NULL AND VOID IF SELF FLASHING SKYLIGHT IS INSTALLED ON LESS THAN 3:12 ROOF PITCH.
 - L. ANY OTHER CONDITIONS SIMILAR TO THE ABOVE OR ANY OTHER CONDITIONS DESCRIBED IN THIS SECTION 7, IRRESPECTIVE OF THESE BEING CHARACTERIZED AS DEFECTS.
8. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN EXCEPT AS PROVIDED IN SECTION 1, THE PRODUCTS ARE PROVIDED "AS IS" AND THIS LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (EVEN IF INFORMED OF SUCH PURPOSE), OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. CERTAIN THIRD-PARTY PRODUCTS MAY BE PROVIDED TO THE OWNER ALONG WITH CERTAIN PRODUCTS. THESE THIRD-PARTY PRODUCTS ARE PROVIDED "AS IS" AND ALL LIMITATIONS OF WARRANTY SET FORTH HEREIN APPLY TO SUCH THIRD PARTY PRODUCTS. NO WARRANTY IS MADE THAT THE PRODUCTS WILL MEET THE OWNER'S REQUIREMENTS.
9. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, EXCEPT WHERE THIS EXCLUSION OR RESTRICTION OF LIABILITY WOULD BE VOID OR INEFFECTIVE UNDER APPLICABLE LAW, IN NO EVENT SHALL ARTISTIC SKYLIGHT DOMES LTD BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF REVENUE, PROFITS, SAVINGS OR OTHER BENEFITS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, OR LOSS OF DATA) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF THE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ARTISTIC SKYLIGHT DOMES LTD'S LIABILITY UNDER THIS LIMITED WARRANTY EXCEED THE AMOUNT PAID BY THE OWNER FOR THE PRODUCTS GIVING RISE TO THE CLAIM. IN THE CASE WHERE NO AMOUNT WAS PAID, ARTISTIC SKYLIGHT DOMES LTD SHALL HAVE NO LIABILITY FOR ANY DAMAGES WHATSOEVER.