# **VELUX End-user Warranty**

#### The VELUX Promise

This Warranty applies to VELUX products sold by VELUX Canada Inc. ("VELUX") as of 1 January 2010.

### **VELUX Skylights & Roof Windows**

10 YEARS: For defectives parts on skylights, roof windows and flashings

10 YEARS: Laminated glass with Neat® coating on cracking or breakage due to hail

20 YEARS: On seal failure (moisture between glass panes)

#### **VELUX Sun Tunnel Skylights**

10 YEARS: For defective parts, rust corrosion and deterioration

### **Velux Electrical Systems & Sunscreening Accessories**

5 YEARS: For defective parts on electrical systems and sunscreening accessories

#### **VELUX Commercial Program**

5 YEARS: For defective parts on commercial skylights

## **VELUX Warranty A**

Warranty A applies to VELUX skylights, roof windows and flashings.

VELUX warrants, subject to the terms and conditions contained herein:

1) that VELUX roof windows, skylights and flashings distributed by VELUX will be free from defects in material and workmanship for a period of ten (10) years from the date of manufacture; and

2) that the insulating glass within roof windows and skylights distributed by VELUX will not, for a period of twenty (20) years from the date of original manufacture, develop a material obstruction of vision as a result of dust or film formation on the internal glass surface caused by a failure of the hermetic seal except when failure of hermetic seal is due to breakage of cracking in the glass surface.

Subject to the limitations and conditions contained herein, if a roof window or skylight distributed by VELUX is found to be defective within ten (10) years after the date of original manufacture, VELUX, at its option, will 1) provide a replacement component or replacement unit delivered without charge F.O.B. at the authorized VELUX dealer nearest to the place of installation or to the end-user or 2) repair the unit without charge for material or labour; or 3) refund the end-user the original purchase price.

Subject to the limitations and conditions contained herein, if the insulating glass within a roof window or skylight distributed by VELUX develops, within twenty (20) years from the date of original manufacture, a material obstruction of vision as a result of dust or film formation on the internal glass surface caused by a failure of the hermetic seal except when failure of the hermetic seal is due to breakage or cracking in the glass surface, VELUX will provide a replacement unit without charge F.O.B. at the authorized VELUX dealer nearest to the place of installation.

Hail breakage warranty for VELUX skylights with Neat® glass coating only: For a period of ten (10) years from the date of manufacture after February 1, 2014, VELUX warrants to the end-user(a) that VELUX Skylights with Neat® glass coating only will not crack or break because of hail. If VELUX, (i) verifies that the glass with Neat® coating on any VELUX Skylight subject to this Limited Warranty is cracked or broken as a result of hail, and (ii) confirms the occurrence of hail from the National Weather Service for the appropriate location of original installation, VELUX will, at its option: (1) provide a replacement pane delivered free of charge to the original point of purchase or to the end-user, or (3) refund to the end-user the original purchase price of the VELUX skylight in question paid by the end-user.

**What is not covered:** This limited warranty for the VELUX glass with Neat® coating excludes the following: (1) reinstallation labour or other consequential damages, and (2) dents, cosmetic, superficial or other damages that do not inhibit the reasonable operation or

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serviceability of the skylight in which the VELUX glass with Neat® coating is installed. This limited warranty applies solely to cracks or breaks to the VELUX glass with Neat® coating only specifically caused by hail and not by any other cause of damage to the glass or skylight as verified by VELUX.

This warranty gives you specific legal rights, and you may also have other rights, which vary from Province to Province.

**Disclaimer of all other warranties:** This warranty provides the exclusive remedies on VELUX skylights with Neat® coating glass only and is in lieu of all other express or implied warranties, including but not limited to the warranties of merchantability and fitness for a particular purpose. All other warranties on VELUX skylights with Neat® coating glass are hereby disclaimed unless prohibited by applicable law.

This warranty is a fully integrated document. Any alteration or addition to this warranty must be in writing, refer specifically to this warranty, and must be made by an authorized officer of VELUX. No alteration or addition to this warranty can be made by a VELUX dealer.

**Exclusions of damages:** In no event shall VELUX be liable for indirect, special, incidental, consequential or punitive damages. In the event that VELUX cannot replace a product covered hereby within a reasonable time, the end-user's exclusive remedy is a refund of the original purchase price of the VELUX skylight in guestion paid by the end-user.

Some Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

# **VELUX Warranty B**

Warranty B applies to all Sun Tunnel Skylight products.

VELUX warrants, subject to the terms and conditions contained herein that sun tunnel skylight distributed by VELUX will be free from defects in material and workmanship for a period of ten (10) years from the date of manufacture.

Subject to the limitations and conditions contained herein, if a sun tunnel skylight distributed by VELUX is found to be defective within ten (10) years after the date of original manufacture, VELUX, at its option, will provide 1) a replacement component or replacement unit delivered without charge F.O.B. at the authorized VELUX dealer nearest to the place of installation or to the end-user or 2) repair the unit without charge for material or labour; or 3) refund the end-user the original purchase price.

## **VELUX Warranty C**

Warranty C applies to electrical and sunscreening accessories to VELUX skylights and roof windows.

VELUX warrants, subject to the terms and conditions contained herein that electrical systems and sunscreening accessories to VELUX roof windows or skylights will be free from defects in material and workmanship for a period of five (5) years from the date of manufacture.

Subject to the limitations and conditions contained herein, if an electrical system or sunscreening accessory to VELUX roof windows or skylights distributed by VELUX is found to be defective within five (5) years after the date of original manufacture, VELUX, at its option, will provide 1) a replacement component or replacement unit delivered without charge F.O.B. at the authorized VELUX dealer nearest to the place of installation or to the end-user or 2) repair the unit without charge for material or 3) refund the end-user the original purchase price. Labour costs associated with repair or replacement are not covered by this Warranty C.

# **VELUX Warranty D**

Warranty D applies to VELUX commercial program products.

VELUX warrants, subject to the terms and conditions contained herein that VELUX commercial skylights distributed by VELUX will be free from defects in material and workmanship for a period of five (5) years from the date of manufacture.

Subject to the limitations and conditions contained herein, if a commercial skylight distributed by VELUX is found to be defective within five (5) years after the date of original manufacture, VELUX, as its option, will provide a replacement component or replacement unit delivered without charge F.O.B. at the authorized VELUX dealer nearest to the place of installation or to the end-user; 2) repair the unit without charge for material; or 3) refund the end-user the original purchase price. Labour costs associated with repair or replacement are not covered by this Warranty D.

## **VELUX Warranty A, B, C & D - General Conditions**

Warranty A, B, C and D are subject to the following general conditions:

This warranty will only apply if the VELUX product is finished, installed and operated strictly in accordance with VELUX instructions or instructions from other manufacturers furnished with the VELUX product. This warranty does not cover the repair or replacement of products damaged as a result of accident, including but not limited to accidental glass breakage, dome breakage or crazing, problems due to water penetration such as ice damming not resulting from default in a VELUX product, abuse, misuse, faulty building construction or design, improper or insufficient handling, storage, use, or alteration or by acts of nature or by excessive heat, weight, vibration, or building movement, applications in areas of high humidity, areas without proper or adequate ventilation or humidity control, acts of God, products subjected to conditions outside their design limitations, minor imperfections in glass or plastic components that do not affect the product

in performance or obscure vision; minor variations in glass or plastic colouration; damage caused by corrosive environmental factors including acid rain, variations in wood grain or colour; wood rot due to improper maintenance or installation. The warranty on insulated glass is void if any film is applied to the glass surface. Normal wear and tear is not covered by this Warranty, nor are problems arising from failure to properly install or maintain the product. Custom painted skylights, roof windows, sun tunnel skylights and flashings are not covered by this Warranty. Glass corrosion as a result of standing water and debris on glass are not covered by this warranty. Condensation on VELUX products and any related water damage which may occur as a natural result of humidity within a building or a variation between indoor/outdoor temperatures is not a defect and will not be covered by this Warranty.

**DO NOT** attempt to repair or replace the product without first contacting VELUX. VELUX will not be responsible for any damages to persons or properties, including the VELUX product itself, caused by any unauthorized attempt to repair or replace the product. Furthermore, VELUX may, at its option, refuse to provide any or all remedies under this Warranty if any unauthorized attempt to repair or replace a VELUX product causes further damages or alters the product or the way the product was originally installed.

#### It is the responsibility of the end user to mitigate and minimize water damage.

The providing of replacement products or components by VELUX shall not extend the original warranty period. For information regarding how to determine the date of manufacture, you must call VELUX on the toll-free number, listed at the end of this Warranty.

VELUX reserves the right to provide a similar replacement product or component if the original model is no longer available at the time of any warranty claim.

Except for the express Warranty described above, VELUX makes no express warranties as to its roof windows, skylights, sun tunnel skylights or accessories or any parts or components thereof and DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL VELUX BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES. IN THE EVENT THAT VELUX CANNOT REPLACE OR REPAIR A VELUX PRODUCT COVERED BY THIS WARRANTY WITHIN A REASONABLE TIME, THE END-USER'S EXCLUSIVE REMEDY IS A FULL REFUND OF THE ORIGINAL PURCHASE PRICE OF THE RELEVANT VELUX PRODUCT.

Some provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Warranty gives you specific legal rights and you may have other rights which vary from province to province.

No distributor of VELUX products and no representative or employee, other than an officer of VELUX has the authority to make any warranty, express or implied, oral or written, that is binding on VELUX or to alter or change this Warranty. No officer may alter or change this Warranty or make any other warranty except in writing which specifically refers to this Warranty.

To make a claim under this Warranty, you should notify VELUX of the defect within two weeks, identify the location at which a representative of VELUX may, at the option of VELUX, inspect the product and provide such information concerning the products as VELUX requests. Notice should be given to VELUX by telephone, fax, e-mail or by mailing to the address below:

VELUX Canada Inc. 2740 Sherwood Heights Drive Oakville, Ontario L6J 7V5

Toll-free phone: 1-800-88-VELUX
Toll-free fax: 1-800-89-VELUX
E-mail: VELUX-cdn@VELUX.com