

# RoofLITE guarantee (1 of 2)

## I. Coverage of the Guarantee

RoofLITE grants the end-user<sup>1)</sup> a ten-year guarantee on RoofLITE roof windows including panes and RoofLITE flashings. RoofLITE further guarantees the end-user a two-year guarantee on FENSTRO™ RoofLITE blinds and sun-screening accessories. The guarantee applies to the aforementioned products that have been delivered to the first end-user<sup>2)</sup> after 1 November 2001.

## II. Commencement of the Guarantee

The guarantee period commences when the new-made product is delivered to the first end-user.

## III. Extent of the Guarantee

The guarantee covers defects<sup>3)</sup> due to material, production or structural faults<sup>4)</sup>.

*RoofLITE DOES NOT ASSUME LIABILITY FOR CONSEQUENTIAL DAMAGE OR PRODUCT LIABILITY OTHER THAN WHAT MAY FOLLOW FROM MANDATORY LAW.*

## IV. Written Complaint

To rely on this guarantee, the end-user shall lodge a written complaint within the guarantee period<sup>5)</sup> with the dealer from whom the product was purchased or - if this is not possible - with RoofLITE within one month after the end-user discovered or ought to have discovered the defect.

## V. Reimbursement of the Purchase Price

If so agreed with RoofLITE, the end-user returns the product, and RoofLITE pays the RoofLITE list price valid at the time of the complaint. If the product is not marketed any more at the time of the complaint, RoofLITE pays its list price for a similar product.

## VI. Non-coverage

This guarantee does not cover: Any discolouration of non-visible parts, change of colour and fading caused by the sun/condensation/acid rain/salty splashes or any other conditions with corroding or material changing effect, any discolouration or deterioration in the wood due to failure to sand and re-varnish the wood at least every two years, knots in the wood, natural variations in the colour of the wood as well as aluminium and steel and slight imperfections - including colour variations in the pane - that do not materially decrease the view or any other similar conditions, irrespective of whether these may be designated as defects.

Furthermore, the guarantee does not cover any defects or damage as a direct or indirect result of: a) faulty installation, i.e. installation made contrary to the installation instructions or (in the absence of such instructions) contrary to good craftsmanship, b) installation outside the recommended installation areas, c) faulty operation or misuse, d) neglect of maintenance as described in the directions for use or (in the absence of such directions) neglect of usual maintenance, e) use of incompatible spare parts or accessories (e.g. power supply), f) transportation or any other form of handling, g) product modifications, h) force majeure i) other defects or damage that are not due to material, production or structural faults, whereas the preceding enumeration is not exhaustive.

## RoofLITE guarantee (2 of 2)

This guarantee may not be invoked for other products than those referred to under “I. Coverage of the Guarantee”.

RoofLITE does not assume any liability for third party products even if sold or shown together with the products referred to under “I. Coverage of the Guarantee”.

This guarantee may only be invoked on condition that the product has been paid in accordance with the payment terms agreed for the product.

### VII. Miscellaneous

In *addition* to this guarantee the applicable mandatory rules of law apply. This may have the effect that on some points the end-user’s rights might be better than those indicated in the present guarantee.

The guarantee does not limit the rights that the end-user may have towards any dealer from whom the end-user purchased the product.

### VIII. Notes - Supplementary Explanations of the above Provisions

Note 1:

“End-user” means the natural or legal person who owns the product and has not acquired it with a view to reselling or installing it in the course of a business.

Note 2:

“First end-user” means the end-user, who first acquires the product from RoofLITE, a dealer or any other natural or legal person reselling or installing the product in the course of a business.

Note 3:

The guarantee may be invoked in case of a defect according to the scientific and technical knowledge at the time of the beginning of the guarantee period. The cause of the defect has to be present at the same time.

Note 4:

Any deviations between the standards valid at the purchase time (including for instance standards that form the basis of the CE-marking) and the (lawful) appearance of the product according to the relevant standards valid at the time of production are not included in defects or faults covered by the guarantee.

Note 5:

It rests with the end-user to document that the guarantee period is not expired.