



SUN-TEK TUBULAR LIMITED WARRANTY

Sun-Tek Manufacturing, Inc. ("Sun-Tek") 10303 General Drive, Orlando, Florida 32824 (407) 859-2117, warrants this Tubular Skylight on the following terms and conditions:

A. Warranty Coverage: This warranty applies to both the original purchaser and first consumer-owner of a Tubular Skylight made by Sun-Tek.

B. Warranty Duration: This warranty shall remain in effect for a period of ten (10) years after the date the Tubular Skylight is purchased or the date it is delivered to the first consumer-owner, whichever is later.

C. Warranty Application: This warranty applies only to the materials and fabrication of the Tubular Skylight and does not apply to any defect or damage caused by improper use, improper installation, improper care, shipping damage or accident. This warranty does not cover any cosmetic changes in the Tubular Skylight, including but not limited to pitting, hazing, paint finish, discoloration. Condensation or damage caused by condensation is not covered under this warranty.

D. Performance by Sun-Tek: During the warranty period, Sun-Tek will provide free of charge an equivalent new Tubular Skylight (or component thereof) for one found to be defective in material or workmanship. Shipping costs of such replacements are not the responsibility of Sun-Tek. Sun-Tek will not be responsible for any costs of removal or re-installation.

E. Validation Procedure: To obtain performance under this warranty, the purchaser must: (1) On installed Tubular Skylights, contact Sun-Tek for instructions before removing the Tubular Skylight. Removal of skylight from roof before inspection will void warranty. (2) Notify Sun-Tek in writing of any claim within (30) days after the defect is discovered; (3) Sun-Tek or its authorized agents must examine high quality installed photographs of the subject skylight and determine to its satisfaction whether the defect is covered by this warranty; and (4) Present a copy of the receipt as proof of purchase.

F. Implied Warranties: IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE DURATION OF THE EXPRESS WARRANTIES PROVIDED HEREIN. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

G. Incidental or Consequential Damages: SUN-TEK SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF TIME OR REVENUE, DAMAGE RESULTING TO OTHER PROPERTY OR OTHER EXPENSES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

H. Exclusive Warranty: THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. This warranty gives you specific legal rights. You may have other rights which vary from state to state.