

10 YEAR MANUFACTURER'S WARRANTY – TUFFLITE™ Polycarbonate

Product(s) & Quantities:

Project Name:

Project Address:

Sale Order or PO Number:

Purchase and Delivery Dates:



The new name for

Bristolite® Daylighting Systems
harnessing sunlight for energy savings

Kingspan Light + Air Commercial Skylight Warranty

For a period of ten (10) years from the date of purchase, Kingspan Light + Air (**KLA**) warrants that KLA Tufflite™ Polycarbonate Skylight will be free from defects in material and workmanship and that no water will leak through the commercial curb top or self flashed skylight. This warranty also includes coverage against documented 2-inch hail stones or smaller as well as cracking or crazing of polycarbonate dome material that would result in a water leak.

If a KLA commercial skylight with a Tufflite™ polycarbonate glazing is found to be defective during this warranty time period, KLA will, at its option, provide: (1) a component for replacement. (2) a replacement skylight delivered free of charge to the original customer shipment location. (3) repair the skylight without charge for material or labor, or (4) refund the end-user the original purchase price.

Exceptions to above commercial skylight warranty

In no event shall KLA be liable if the source of water leakage is determined to have entered through the interface of the curb to the roof or flashing details of the curb. Curbs must be flashed according to roofing material manufacturers specifications. In no event shall KLA be liable if the source of the leakage of water is determined to have entered through the dome material resulting from abuse, greater than 2-inch hail events documented by NOAA, acts of God, misuse, faulty building construction or design, improper or insufficient handling, or ice damming not resulting from a defect in the KLA product. Condensation on the surface of polycarbonate skylights and related water damage, which may occur as a natural result of humidity within a building or a variation between indoor/outdoor temperatures is not considered a defect and as a result, is not covered by this warranty. Normal aging and discoloration of the surfaces resulting from long term weathering, pollution, dirt or effects caused by atmospheric, or environmental conditions, or corrosive substances including, but not limited to, those found in select cleaning agents that may cause physical reaction with the components of the skylight are not covered by this warranty.

KLA Polycarbonate Skylights Glazing Material - Hail Breakage Limited Warranty

For a period of ten (10) years from the date of purchase, KLA warrants that KLA Tufflite™ Polycarbonate Skylights will not crack or break due to hail. If KLA (i) verifies that the KLA Tufflite™ Polycarbonate 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 documented installation, KLA will, at its option: (1) provide a replacement product or (2) refund the original purchase price of the KLA skylight in question.

What is not covered by the KLA Polycarbonate Skylights Hail Breakage Limited Warranty?

This limited warranty for hail breakage on KLA Tufflite™ polycarbonate skylights excludes: (1) damages caused by hail stones measuring greater than 2-inch in diameter, (2) damages caused due to exposure to acid, or chemicals, or corrosive substances including, but not limited to, those found in cleaning agents that may cause physical reaction with the components of the skylight, (4) reinstallation labor or other consequential damages, (5) dents, cosmetic, superficial or other damages that do not inhibit the reasonable operation or serviceability of the skylight in which the KLA Polycarbonate Skylight Glazing material is installed, (6) transportation costs required to deliver a replacement product to the original point of purchase or the end-user. This limited hail breakage warranty applies solely to cracks or breaks to the KLA Polycarbonate Skylight Glazing material only specifically caused by hail and not by any other cause of damage to the glazing material or skylight as verified by KLA.

Kingspan Light + Air Tufflite™ Polycarbonate Skylights – Yellowing of Glazing

KLA warrants to the end-user that the yellowness index on clear polycarbonate skylight domes shall be less than 3.0 for a period of five (5) years from the date of purchase and less than 10.0 for a period of ten (10) years from the date of purchase as measured according to ASTM D 1925, subject to the limitations set forth herein. This warranty applies to the skylight glazing exposed to ultraviolet rays in normal interior and exterior applications, which shall exclude extreme weather conditions. This warranty excludes damages caused due to exposure to acid, or chemicals, or corrosive substances including, but not limited to, those found in cleaning agents that may cause physical reaction with the components of the skylight. If a defect is found during this period, KLA will, at its option: (1) provide a replacement component or a replacement skylight delivered free of charge to the original point of purchase or to the end-user, (2) repair the skylight without charge for material or labor, or (3) refund the end-user the original purchase price.

Additional Rights

The above warranties give you specific legal rights, and you may also have other statutory rights, which vary from State to State.

General Exclusions and Limitations Applicable to All Warranties

Warranty does not cover any labor cost associated with the installation of replacement products or components if KLA chooses not to repair the product. The providing of replacement products or components shall not extend the original warranty period. KLA reserves the right to provide a similar replacement product or component if the original model is discontinued and no longer available at the time of any warranty claim. This warranty does not cover the cost of specialty equipment, such as cranes, boom trucks, platforms or lifts, required to install or service a replacement product. Shipping for a replacement product or component under warranty is free only within the continental United States, unless specifically indicated otherwise.

Do not attempt to repair or replace the product without authorization from KLA. KLA will not be responsible for any damages to persons or properties, including the Covered Product itself, caused by any unauthorized attempt to repair or replace the product. Furthermore, KLA may, at its option, refuse to provide any or all remedies under this Warranty if any unauthorized attempt to repair or replace a Covered Product causes further damages.

It is the responsibility of the end user to mitigate and minimize water damage or any other damage that a defect in a Covered Product may cause.

This warranty will only apply if the product is finished, installed, operated and maintained strictly in accordance with KLA instructions or other instructions furnished with the Covered Product. This warranty does not cover the repair or replacement of products damaged as a result of accident, including but not limited to accidental glazing breakage or crazing, problems due to water penetration such as ice damming not resulting from default in a KLA product, abuse, misuse, faulty building construction or design, improper or insufficient handling, alterations of the Covered Products or addition of non-approved components, 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 plastic components that do not affect the product in performance or obscure vision; minor variations in plastic coloration; damage caused by adverse local conditions such as corrosive environmental factors including acid rain; damages caused due to exposure to acid or corrosive materials including, but not limited to, those found in cleaning agents that may cause physical reaction with the components of the skylight; variations in wood grain or color; wood rot due to improper maintenance or installation.

Normal aging, wear and tear, discoloration or deterioration of the components resulting from weathering, pollution, dirt or effects caused by atmospheric or environmental conditions are not covered by this warranty, nor are problems arising from failure to properly maintain the product. Condensation on skylights 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.

Disclaimer of All Other Warranties

THIS WARRANTY PROVIDES EXCLUSIVE REMEDIES 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 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 KLA. NO ALTERATION OR ADDITION TO THIS WARRANTY CAN BE MADE.

Exclusion of Damages

IN NO EVENT SHALL KLA BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. IN THE EVENT THAT KLA CANNOT REPLACE OR REPAIR A COVERED PRODUCT WITHIN A REASONABLE TIME, THE END-USER'S EXCLUSIVE REMEDY IS A FULL REFUND OF THE ORIGINAL PURCHASE PRICE OF THE COVERED PRODUCT.

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.

Warranty Claim Procedure

Step 1

Customer of record will contact KLA customer service department directly at:

Kingspan Light + Air LLC
401 East Goetz Avenue, Santa Ana, California 92707 U.S.A.
Tel 1-800-854-8618 • info@kingspanlightandair.us

So that KLA can provide the best response possible, please include the following information when contacting us:

- Name, address, and phone number of the customer
- A description of the product and the product model number (located on the identification label attached to each product).
- A description of the product concern.
- Details of attempts to address concern.

Step 2

The call will be escalated to our warranty service department where our warranty response procedures will be activated. Our skilled warranty service department will try to resolve your issue over the phone or provide parts as outlined in our limited warranty. Additional product installation information may be requested before proceeding further.

Step 3

If our warranty service department cannot solve the concern, a KLA representative will schedule an appointment for an on-site visit. We do request the installer also join us on this call. The problem will be evaluated and either on-site repair or a plan for resolution will be presented. In some cases, the resolution involves the installer re-installing the product in accordance with our installation procedures. Please note that if it is determined at an on-site that the installing contractor incorrectly installed the KLA product, then an on-site service visit fee may be charged at the discretion of KLA. Thus, Step 1 of this procedure is critical. In some cases, the solution can only be determined by an on-site visit. In these cases, additional spare parts may need to be ordered and a follow up on-site visit maybe necessary. KLA may, in its sole discretion, amend or revise this warranty provided that the revised or amended warranty will provide benefits at least as broad as the warranty set forth above.