



Kennedy
Skylights™

Glass / Polycarbonate Skylights Limited Warranty

5294 Tower Way, Sanford, FL 32773 • 407.330.5150 • Fax: 407.330.5125 • 800.280.2545 • www.kennedyskylights.com

KENNEDY SKYLIGHTS warrants the SUN WISE standard insulating glass in KENNEDY SKYLIGHTS' products against failure of the hermetic seal for a period of TWENTY-FIVE (25) YEARS from the date of purchase. KENNEDY SKYLIGHTS warrants to the *End-user that the insulated glass unit will not develop a material obstruction of vision due to seal failure. ONE (1) YEAR limited warranty on electric components and pleated shades. During this time period KENNEDY SKYLIGHTS' obligations under this warranty shall be limited to, at its option, replacement of the insulating glass or component, or replacement of the insulating glass in sash (FOB the original point of purchase or to the end user).

THIS WARRANTY DOES NOT APPLY TO GLASS CRACKING, SHATTERING, BREAKING OR SCRATCHING, HOWEVER CAUSED, AND IT WILL NOT APPLY TO ANY INSTALLATIONS WHERE LOADING APPLIED TO THE UNIT COULD BE EXPECTED TO EXCEED THE STRUCTURAL PERFORMANCE RATING OF THE UNIT WITHOUT PRIOR WRITTEN APPROVAL OF DESIGN BY KENNEDY SKYLIGHTS. THIS WARRANTY ALSO WILL NOT APPLY TO ANY INSTALLATIONS AT AN ALTITUDE OVER 3,500 FEET ABOVE SEA LEVEL UNLESS BREATHER TUBES HAVE BEEN INSTALLED. KENNEDY'S SUN WISE UNITS FOR INSTALLATIONS AT AN ALTITUDE OVER 3,500 FEET WILL NOT BE ARGON FILLED.

THE WARRANTY ON SUN WISE INSULATED GLASS UNITS IS VOID IF ANY FILM IS APPLIED TO THE GLASS SURFACE. CONDENSATION ON THE INTERIOR (ROOM SIDE) GLASS SURFACE IS A SIGN OF HIGH HUMIDITY. THIS IS NOT A PRODUCT DEFECT.

For a period of TEN (10) YEARS from date of purchase, KENNEDY SKYLIGHTS warrants to the *End-user the Glass Skylights and the Polycarbonate Skylights to be free from defects in workmanship and materials. During this time period, if a KENNEDY skylight is found to be defective, KENNEDY SKYLIGHTS' obligations shall be limited to, at its option, replacement of the component part or a replacement skylight (FOB the original point of purchase or to the *End-user), or repair of the skylight without charge for material or labor. The insulated glass component, electric components (including motorized operators and rain sensors, and the pleated shades) are warranted separately from the skylights as described by this limited warranty.

THE POLYCARBONATE MATERIAL USED IN THE KENNEDY SKYLIGHTS IS SENSITIVE AND SCRATCHES EASILY. AS A CONSEQUENCE, THIS WARRANTY DOES NOT APPLY TO SCRATCHES OR ABRASIONS DUE TO IMPROPER OR INSUFFICIENT HANDLING, STORAGE, INSTALLATION, MAINTENANCE, CLEANING OR SERVICES AS DETERMINED BY KENNEDY.

THIS WARRANTY DOES NOT COVER ANY COSMETIC CHANGES IN SKYLIGHT, INCLUDING, BUT NOT LIMITED TO: PITTING, HAZING, PAINT FINISH, DISCOLORATION.

SOME VISUAL DISTORTION MAY BE PRESENT DUE TO THE NATURE OF THE MANUFACTURING PROCESS AND MATERIAL USED. IN ADDITION, CONDENSATION MAY RESULT FROM DIFFERENCES BETWEEN INSIDE AND OUTSIDE TEMPERATURES. NEITHER OF THESE CONDITIONS ARE PRODUCT DEFECTS.

*End-user is the natural or legal entity or person who owns the product and has not acquired the product for resale or to install the unit in its business.

EXCLUSIONS AND LIMITATIONS

The warranty period begins from the date the KENNEDY SKYLIGHTS' product was purchased and must be substantiated with the original invoice or sales receipt. If the purchase date cannot be substantiated, the warranty period will begin on the date of manufacture as indicated on each glass product. Polycarbonate product has no date of manufacture on the product and an original invoice or sales receipt is required.

This warranty does not cover any labor cost associated with the installation of replacement products or components should KENNEDY choose not to repair the product. The providing of replacement products or components shall not extend the original warranty period. KENNEDY reserves the right to provide a similar replacement product or component if the original version is no longer available at the time of the complaint.

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In addition to the conditions, exclusions and limitations set forth in this limited warranty, no warranties are made which cover failures or operating difficulties due to accident, abuse, misuse, alteration, misapplication, faulty building construction or design, exposure to the elements, improper or insufficient handling, storage, installation, maintenance or service. Also excluded from the above warranties are failures or operating difficulties resulting from exposure to corrosive fumes or condensates, subjection to abnormal stress from localized application of heat, excessive vibration or movement of buildings or foundations or to other abnormal physical stress and use in ships, boats, watercraft vehicles, trailers, campers, saunas, swimming pools, greenhouse enclosures or other high humidity areas. Selection and purchase of KENNEDY products which conform to all applicable building codes and local ordinances is the sole responsibility of the architect, building contractor, or homeowner; KENNEDY assumes no responsibility for compliance. Consult your local building code officials for specific requirements.

THE WARRANTIES PROVIDED ABOVE SHALL NOT APPLY TO INSTALLATIONS WHICH ARE DONE OTHER THAN IN ACCORDANCE WITH KENNEDY'S APPLICABLE WRITTEN INSTRUCTIONS INCLUDING SPECIFICALLY, BUT NOT LIMITED TO, INSTALLATIONS, REPRESENTING A PLACEMENT WHICH IS NOT SQUARE, PLUMB AND LEVEL, WHICH DOES NOT CONFORM TO SPECIFIED PITCH REQUIREMENTS OR IN WHICH AN INCOMPATIBLE SEALANT OR CLEANING AGENT IS USED.

The warranties provided above shall not apply when KENNEDY is furnishing units or components in a size which is greater in width or greater in height than the largest standard size shown for that species in KENNEDY's printed price catalog for KENNEDY products. In the case of such greater size, there shall be no warranty of any kind, whether implied or otherwise.

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES, TO THE EXTENT PERMITTED BY LAW, ARE HEREBY DISCLAIMED AND EXCLUDED BY KENNEDY. ANY IMPLIED WARRANTIES WHICH ARE NOT EXCLUDED HEREBY, DUE TO OPERATION OF LAW, ARE LIMITED IN DURATION TO THE PERIOD OF COVERAGE OF THE EXPRESS WARRANTY PROVIDED HEREIN FOR THE PRODUCT WARRANTED. THE REMEDIES SET FORTH ABOVE ARE THE SOLE AND EXCLUSIVE REMEDIES PROVIDED HEREUNDER, AND KENNEDY SHALL NOT BE LIABLE FOR COSTS OF SHIPPING, APPLICABLE TAXES OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF ANY COSTS OR EXPENSES OF DISASSEMBLY, REMOVAL OR REINSTALLATION OF THE PRODUCT OR ANY PART, INCLUDING, WITHOUT LIMITATION, THE INSULATING GLASS, ANY COSTS OR EXPENSES RELATING TO PAINTING, STAINING OR ANY OTHER ACTIVITY NECESSARY IN FINISHING THE REINSTALLATION OR DAMAGE OR LOSS TO OTHER PROPERTY.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation on the duration of any implied warranties not excluded hereby, due to the operation of law, may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the exclusion of incidental and consequential damages may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. NO DISTRIBUTOR, SALESPERSON, DEALER OR OTHER REPRESENTATIVE OF KENNEDY PRODUCTS HAS THE AUTHORITY TO ALTER OR CHANGE THESE WARRANTIES OR TO MAKE ANY OTHER WARRANTY EITHER ORALLY OR IN WRITING.

CLAIM PROCEDURE

To make a claim under this Warranty, you must contact the contractor who installed the product or the KENNEDY distributor or dealer from whom the product was purchased, or, if persons are not known, contact:

KENNEDY SKYLIGHTS

5294 Tower Way
Sanford, FL 32773

407.330.5150 or 800.280.2545

To assist us in providing you with better service, when telephoning, please indicate that you are calling regarding a warranty matter.

Please provide the following information to the person contacted:

- (a) Your name, address, and telephone number.
- (b) A description of the product for which the claim is being made.
- (c) The date the product was purchased (or approximate date if exact date is not known).
- (d) The name of the KENNEDY dealer or distributor from whom the product was purchased (if known).
- (e) The nature of the product complaint.
- (f) In the case of insulating glass, provide the date of manufacture as stamped on the metal spacer between the panes of glass.