



# Limited Lifetime Warranty

Subject to the conditions, exclusions, and limitations stated herein, Kennedy Skylights (“KENNEDY SKYLIGHTS”) warrants that its glass skylight, tubular skylight, and accessory products (“Product”) are free from defects in material and workmanship which will make the Products unfit for their normal and recommended use. This warranty applies only to the first person who purchases the product for installation purposes (“Customer”).

**THE DURATION OF THIS WARRANTY BEGINS ON THE DATE OF PURCHASE BY THE CUSTOMER AND EXTENDS FOR THE LIFETIME OF THE PRODUCT AND KENNEDY SKYLIGHTS ACCESSORY PRODUCTS SOLD BY KENNEDY SKYLIGHTS TO THE ORIGINAL PURCHASER OF THE PRODUCT.**

## EXCLUSIONS FROM COVERAGE:

This warranty does not cover:

1. Defects or damages arising out of shipment by common carriers, private transportation or other means of transportation.
2. Defects or damages arising out of improper handling or cleaning, defective or improper installation (including installation not in accordance with KENNEDY SKYLIGHTS’ installation instructions) defective or improper glazing (including glazing not in accordance with KENNEDY SKYLIGHTS’ glazing instructions), accident, act of God, intentional human act, misuse or abuse, or any other circumstances beyond the control of KENNEDY SKYLIGHTS.
3. Products installed in or submitted to high heat, high moisture, high vibration, or extreme temperature changes.
4. Products subjected to stress resulting from (i) localized application of heat, (ii) movement of building and /or building components, or (iii) expansion or contraction of framing members.
5. Replacement products beyond the balance of the remaining warranty period applicable to the original Product or accessory which is replaced.
6. Labor, shipping or other charges incurred or claimed by the Customer.
7. Accessories, flashing or other installation materials manufactured or sold by persons other than KENNEDY SKYLIGHTS.

## WARRANTY CLAIM PROCEDURES:

If within the applicable warranty period the Customer discovers a defect in the Product or an accessory which is covered by this warranty, the Customer must follow this procedure:

1. The Customer must promptly present a written claim to the Customer Service Manager, Kennedy Skylights, 5294 Tower Way, Sanford, Florida, 32773.
2. The Customer must use reasonable diligence to include in the written claim all of the following:
  - Adequate description of defect(s).
  - Identification of Product (size, design, type and model number).
  - Date of the Customer’s purchase, place of purchase, and the date of delivery to the Customer.
3. The Customer, at Kennedy’s option, must permit KENNEDY SKYLIGHTS or its representative to inspect the Product.

## REMEDIES:

- After receiving a valid claim, KENNEDY SKYLIGHTS will, at its option, (a) repair the product, or (b) provide a replacement Product (or part, as appropriate) of like kind and design.
- If KENNEDY SKYLIGHTS elects to provide a replacement Product, the limited warranty on the replacement will last only for the balance of the original Product warranty period. If the Customer fails to provide satisfactory proof of the date of purchase, the date of manufacture shall be used instead.
- KENNEDY SKYLIGHTS’ liability under this warranty is limited to either (a) or (b) above, and KENNEDY SKYLIGHTS will not be responsible in any event for shipping, labor, removal of original product, installation, and expenses, or other charges claimed or incurred by Customer.

## DISCLAIMER OF WARRANTY:

**NO IMPLIED WARRANTY, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY TO THE PRODUCT (OR ANY ACCESSORIES OR REPLACEMENTS) BEYOND THE DURATION OF THE APPLICABLE PERIOD OF THIS WRITTEN WARRANTY.** (Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.)

## LIMITATION OF REMEDIES:

**THE REMEDIES SET FORTH ABOVE ARE THE CUSTOMER’S EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY, IN NO CASE SHALL KENNEDY BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY GENERAL INCIDENTAL OR CONSEQUENTIAL DAMAGES.** (Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This limitation of remedies is not intended to cover consequential damages for personal injuries in the case of consumer goods.)

- Regardless of the above, KENNEDY SKYLIGHTS makes no implied warranty, including warranties of merchantability or fitness for a particular purpose, to any person other than the customer or as to any product which is used for commercial, industrial, or rental purposes.
- Unless modified in a later writing signed by both KENNEDY SKYLIGHTS and the claimant, this warranty is the complete and exclusive warranty relating to the Product, superseding all earlier agreements and other communications relating to the Product. No employee of KENNEDY SKYLIGHTS or any other party is authorized to make any warranty in addition to this warranty. Invalidation of any one or more of the provisions of this warranty shall not invalidate or affect any one of the other provisions.
- This warranty is not transferable.
- This warranty gives the Customer specific legal rights, and the Customer may also have other legal rights which may vary from state to state.