



Conservatories, Greenhouses, Skylights, Sunrooms & More
NJ Home Improvement Contractor ID: 13VH06584400
PA Home Improvement Contractor Number PA051151

31 Roberts Road · Pine Grove, PA 17963
Phone: 800-618-0669 · 570-915-1500 · Fax: 800-618-0743 or 570-915-6083
Website: www.solarinnovations.com ** E-mail: skylight@solarinnovations.com

Project Name:

Project #:

Project Location:

Customer Name:

Architect:

Product Type: Vinyl Windows and/or Doors

Substantial Completion Date:

VINYL PRODUCTS LIMITED WARRANTY
Revised 07312015

Solar Innovations, Inc. will further be referred to as the Company.

PRODUCT WARRANTY

Company utilizes components from a variety of high quality and established manufacturers. The component manufacturers offer warranties of various lengths, depending upon the nature of the component product. If a product defect relates solely to a component part which is subject to a separate warranty offered by its manufacturer, the warranty period, terms and conditions, and limitations of the component manufacturer shall apply. If those component warranties are not attached, they are available upon request from the project manager.

In the event a product defect does not arise out of a specific component subject to a warranty by its manufacturer, Company will nonetheless warrant the product for (one) 1 year for cases of normal use, except as otherwise noted below.

Customer's remedy under this warranty is limited, in the discretion of Company, to: (1) repair of any product or part of the defective product without charge; (2) furnishing any product or part of the product, shipped freight prepaid by Customer, in whatever stage of fitting and/or finishing it was in when originally supplied by Company; or (3) refund the price received by Company for any defected product or applicable component. No

ISSUED BY: _____ DATE ISSUED: _____

Revised: 07/31/2015

other remedy is afforded. Company reserves the right to determine whether or not a defect exists for which it is responsible under this warranty.

INSTALLATION WARRANTY

If the products are installed by the Company, Company warrants that the installation will be free of material defects in installation workmanship for a period of one year following substantial completion of installation by Company. Installations by other(s) are NOT covered under this warranty. The Company reserves the right to determine, in its sole discretion and after its own inspection(s), whether or not a defect exists for which it is responsible under this limited warranty. No repair or replacement shall extend the warranty period or any applicable part thereof.

WARRANTY CONDITIONS

All warranties (whether product or installation) are conditioned on and shall apply only if the following conditions are fully met:

- a) The products must have been installed and constructed either by the Company or by a fully qualified installation professional strictly in accordance with the plans, drawings, specifications and instructions of the Company;
- b) Timely payment in full of all outstanding balances due for the project have been received by the Company.
- c) The Company receives completed project photos and completed end-user information (warranty validation form) within sixty (60) days of delivery of product. The Company reserves the right to request additional photos for verifications. Please be advised that the Company's receipt and acceptance of the photos does not constitute its inspection of the installation or its confirmation of the quality of the installation. The Company also reserves the right to utilize photos for marketing and training purposes.
- d) All recommended cleaning, use and maintenance instructions must be followed by the Customer and/or other responsible parties.
- e) The original Customer must notify the Company of the claimed defect within 30 days of the defect occurring by writing to Warranty Department, 31 Roberts Road, Pine Grove, PA 17963 or skylight@solarinnovations.com (with "subject" line indicating "Warranty Claim") and receive written acknowledgement of the claim.
- f) Upon claim acknowledgement and written direction from the Company, the Customer will return the alleged defective part, material, or product to the Company (or location designated by the Company), with the shipping charges prepaid by the Customer.
- g) The product must be made available for inspection by the Company before removal, repair or alteration.
- h) Except as modified or prohibited by component warranties, Company's warranty may be transferable one time, in writing, from original Customer to a third party of its choosing. Otherwise, only the original Customer has warranty rights. The Company must be notified, in writing, within 30 days of the transfer of the warranty by the original customer in order for the warranty to remain valid.

WARRANTY LIMITATIONS

This LIMITED WARRANTY (whether product or installation) does not cover:

- a) installation work by any person or entity other than Company's installation crew
- b) damage to any property other than Company's product
- c) problems caused by improper storage, handling, waterproofing, finishing, use, locking, modification, or maintenance;

- d) use of glass not supplied by Company that is heavier than 6 lbs/sq ft or as specified and pre-engineered on valid job specific shop drawings
- e) defects arising solely out of Company's compliance with product design directives or specifications of Customer or others;
- f) natural disasters or other acts of God;
- g) accidents, including glass breakage or screen damage for any reason;
- h) products subjected to conditions outside their design limitations;
- i) products installed in structures that do not allow for proper management/drainage of moisture;
- j) imperfections in glass that do not affect the product's structural integrity or obscure vision beyond accepted industry standards;
- k) minor variations in glass color; any interior finish; normal wear or discoloration of finish or finish problems caused by mechanical damage or abrasion;
- l) damage caused by acid rain, salt spray, mold or other corrosive elements; tarnish or corrosion to hardware finishes or problems caused by excessive humidity (condensation and frost);
- m) discoloration of non-visible parts or fading and discoloration of silicone caulking;
- n) fading, caulking, or any color change due to weathering;
- o) damage due to failure to comply with Company's maintenance recommendations or other improper maintenance;
- p) problems due to water leakage that is not the fault of the Company's product or choice of system or sill by Customer or others;
- q) damages or defects resulting from misuse, vandalism, accident, wear and tear, shifting of structure, aging, alteration (including application of stains or paint by others), negligence or lack of reasonable and proper maintenance;
- r) exposure to abnormal temperature conditions.
- s) minor deflections, warping, or cracking that does not materially impair function of the product or is within acceptable industry standards

In no case does this warranty cover the costs of finish work adjacent to any repaired or replacement product or component, including any trim or other carpentry work that may be required. Replacement products will be the closest equivalent current product and may not exactly match the original. The warranty on any replacement product will extend only for the balance of the original warranty period.

The warranty does not cover labor costs to install the product or replacement part, nor does it cover delays or construction costs for late or damaged delivery. However, Company will provide the labor to correct Company's installation defects. This warranty does not cover loss of time, lost profits, inconvenience, or loss of use of the product or any parts. Any claims or losses not expressly covered by this warranty, including incidental and consequential damages, are excluded.

The Company does not authorize any individual, dealer or distributor to create for the Company any liability or obligation in regard to the products that it sells, except as expressly stated in this warranty. Except as set forth in the description and specifications of the product or prohibited by law, there are no other representations, warranties, conditions or guarantees, express or implied, extended by the Company with respect to the products sold or any of its associated plans, drawings or specifications used in connection with the Customer's order. **THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TOGETHER WITH ALL OTHER IMPLIED WARRANTIES, ARE EXCLUDED.**

SUIT AGAINST COMPANY

Any action or breach of contract or breach of warranty must be commenced by Customer within one (1) year after the cause of action has accrued.

This Limited Warranty is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding any conflict of laws and rules. The Court of Common Pleas of Schuylkill County, Pennsylvania, shall be the sole and exclusive jurisdiction for litigating any warranty claims of the Customer.