



## 20 Year Functionality Guarantee

### 1. What is covered under the guarantee?

Keylite Roof Windows Limited ("KEYLITE") shall provide the end-user with a guarantee on the terms set out below.

The guarantee applies only to KEYLITE's manually operated Polar Centre Pivot roof windows ("Product") that have been delivered to the first end-user after 1<sup>st</sup>

January 2018.

### 2. When does the guarantee commence?

The guarantee period runs from the time when the Product is delivered to the first end-user for a period of 20 years.

### 3. What is the extent of the guarantee?

The guarantee covers defects in the Product arising from defects in materials or production which effect the functioning of the following:-

- The opening and closing operation of the Product
- Not permit water to leak into the interior room

The above guarantee is given by KEYLITE strictly subject to the following conditions:-

- (a) Installed windows must be registered at <https://www.keyliteroofwindows.com/help-centre/guarantee/> within the first 6 months of purchase;
- (b) To extend the manufacturer's warranty to 20 years the window must be serviced by a Keylite Technician during year 9 after installation (NB there may be a cost for this service);
- (c) Proof of purchase is to be provided before any claim can be processed;
- (d) Any complaints must be reported including photographs immediately when the problem arises;
- (e) the Product must be installed in accordance with the manufacturers' instructions;
- (f) the roof flashing must be installed in accordance with the manufacturers' instructions;

- (g) the Product must be strictly maintained at all times and in all respects in accordance with KEYLITE's instructions from time to time (whether oral or in writing) a copy of the current maintenance instructions is available at <https://www.keyliteroofwindows.com/help-centre/brochure-downloads/>
- (h) Aluminium glazing boarders, cappings and seals must not be removed, replaced or otherwise interfered with;
- (i) the external flashing must be strictly maintained at all times and in all respects in accordance with KEYLITE's instructions from time to time (whether oral or in writing), a copy of the current instructions is available at <http://keylite.co/downloads/maintenance/>;
- (j) the internal PVC must be strictly maintained at all times and in all respects in accordance with KEYLITE's instructions from time to time (whether oral or in writing) and kept free of moisture. A Polar PVC maintenance kit can be purchased to maintain window performance – see <https://www.keyliteroofwindows.com/products/other/maintenance-kits/>
- (k) Maximum claim value will not exceed the original value of the window in question;

#### 4. Claims Procedure

Subject to clause 2 above, any claim by the end-user which is based on this guarantee must be notified to the KEYLITE Technical Department by emailing [info@keyliteuk.com](mailto:info@keyliteuk.com) once the end-user discovered or ought to have discovered the defect. If the end-user does not notify KEYLITE accordingly, the claim shall not be valid and KEYLITE shall have no liability for such defect. Emails sent prior to 4.00 pm shall be deemed to have been received at the time of transmission or sending and otherwise on the next working day.

Where a valid claim is made under this guarantee in respect of any Product KEYLITE may at its sole discretion, repair the Product (subject to clause 5 below), replace the Product (or the part in question), in each case free of charge or, refund the price of the Product (or a proportionate part of the price) and thereafter KEYLITE shall have no further liability.

#### 5. Repairs under guarantee

Where KEYLITE elects at its sole discretion to repair the Product, and unless otherwise agreed by KEYLITE (at its sole discretion) in writing, the end-user shall be responsible for repairing the Product. The guarantee covers delivery free of charge of any spare parts/materials necessary for the end-users repair of the defect.

Subject to clause 9 below, if KEYLITE decides (as its sole discretion) that repairs cannot be done without considerable inconvenience to the end-user, KEYLITE may pay for installation of spare parts/materials, labour costs related to the repairs, the installers transportation or dispatch of the Product or any required covering with a tarpaulin, provided any such costs have been agreed by the end-user with KEYLITE in writing before they are incurred and subject to the end-

user providing KEYLITE with invoices and evidence of payment to KEYLITE's absolute satisfaction. The end-user shall make the Product accessible for repair according to instructions given by KEYLITE.

#### 6. Replacement under guarantee

Where KEYLITE elects at its sole discretion to replace the Product (or a part thereof), upon return of the Product to KEYLITE by the end-user a replacement shall be made free of charge by replacing the Product (or the part in question) with a new product of the same kind, type and quality. If, at the time when the claim is made, the Product (or the part in question) is no longer in production or is not made in exactly the same version (form, colour, covering, finish etc.), KEYLITE shall be entitled to replace it with a similar product.

Subject to clause 9 below, KEYLITE will pay all reasonable costs relating to the transportation/dispatch of the Product to KEYLITE from the end-user and the replacement product to the end-user from KEYLITE and/or the dealer installation of the replacement product and any covering with a tarpaulin or other special measures provided that such costs have been agreed by KEYLITE in writing before they are incurred, and subject to the end-user providing KEYLITE with invoices and evidence of payment to KEYLITE's absolute satisfaction.

#### 7. Reimbursement

Where KEYLITE elects at its sole discretion to reimburse the price of the Product (or a proportionate part of the price), and subject to return of the Product to KEYLITE by the end-user and prior agreement with KEYLITE, KEYLITE will reimburse the purchase price paid by the end-user or a proportionate part thereof (as applicable). Subject to clause 9 below, KEYLITE will pay all reasonable costs relating to the transportation of the Product to KEYLITE from the end-user provided that such costs have been agreed by KEYLITE in writing before they are incurred, and subject to the end-user providing KEYLITE with invoices and evidence of payment to KEYLITE's absolute satisfaction.

#### . Non-coverage

This guarantee does not cover:

- Discoloration of parts that are not visible by general use;
- Any other cosmetic conditions, including without limitation hanging fabric or Venetian blind slats, changes in the sealant of the pane;
- Inevitable and/or expected reduction of the efficiency of the Product, including without limitation technical values/specifications as well as general efficiency tolerances;
- Any change of colour or fading irrespective of these being caused by sun/ condensation/ acid rain/ salty splashes or any other conditions with corroding or material changing effect;
- Variations that occur naturally in the materials used;

- Imperfections (including colour variations, shadows or marks, etc.) in the glass, which were present at the time of delivery or have arisen within the guarantee period, and which do not materially impair the view;
- fair wear and tear, wilful damage, negligence, misuse (including without limitation use of the Product for purposes for which it is not intended and non-compliance with the maintenance instructions including without limitation those referred to in clause 3 above ) or alteration or modification or repair of the Product without KEYLITE's prior written approval;
- any defect arising from transportation, installation or any other form of handling;
- use of spare parts or accessories not manufactured by KEYLITE;
- Any other similar conditions, irrespective of these being characterised as defects.

This guarantee does not cover changed vapour diffusion resistance or thermal conductivity with respect to KEYLITE installation products.

This guarantee shall not apply to any products other than the Product. As for parts, materials or equipment not manufactured by KEYLITE and accessories including pre-installed accessories (for example locks and restrictors), this guarantee does not cover same and the producer's guarantee, if any, shall apply.

Except as specifically stated in this guarantee KEYLITE does not accept any liability whatsoever to the end user for any loss or damage, or for loss or profit, or for any indirect, special or consequential loss or damage, costs, expenses, damage to other products installations or additional or supplementary repairs such as any plumbing electrical tile or wall surface modifications (including without limitation where such repairs are necessary to repair or replace the Product) or other claims for compensation whatsoever, incurred by the end-user arising from any defect or fault in any product covered under this guarantee irrespective of the cause of the defect. This exclusion of liability does not affect any rights which the end user may have under applicable statutory law. KEYLITE does not accept liability for any loss or damage incurred by the end user arising directly or indirectly from incidents beyond KEYLITE reasonable control, including but not limited to act of industrial disputes, fire, war, terrorism, import restrictions, political unrest, unusual natural occurrences, vandalism or other force majeure.

KEYLITE does not accept liability for third party products irrespective of these being sold or displayed together with the products referred to in this guarantee.

This guarantee may be invoked only on condition that the Product has been paid for in accordance with the payment terms agreed for this Product.

#### 9. Repairs and Costs in case of non-coverage of the guarantee

If the end-users claim should not be covered by this guarantee, the end-user shall pay all costs including without limitation the costs of transporting the Product to and from the repair shop,

KEYLITE, or the installer's travelling expenses to and from the end-user and labour costs, incurred by the installer by his examination of the Product, as well as any costs in connection with dismantling and re-installing the Product and covering it with tarpaulin etc. If, after having been informed about the non-coverage of the guarantee and about the price estimate of repairs outside the guarantee, the end user shall elect to continue with same, the end-user shall additionally pay for any spare parts used and for the labour costs incurred.

## 10. General

a) "End-user" means the natural or legal person who owns the Product and who has not acquired it with a view to reselling or installing it in the course of business.

b) "First end-user" means the end user, who first acquires the Product from KEYLITE, from a dealer or from any other natural or legal person who resells or installs the Product in the course of business.

c) Any differences between the standard valid at the time of purchase (including standards that form the basis of CE- marking) and the (lawful) appearance of the Product according to the relevant standards valid at the time of production shall not be included in defects or faults covered by the guarantee.

(d) Any electromagnetic emission or other emission (or the like) of the Product – irrespective of this being able to have any influence on other objects – shall not be included in defects or faults, provided the (lawful) appearance of the Product complies with the emission standards valid at the time of production. Finally, any sensitivity of the Product to exterior radiation shall not be included in defects or faults, provided the Product complies with the relevant mandatory standards valid at the time of production.

e) The end-user shall be responsible for documenting the date and time of delivery and that the guarantee period had not expired. This guarantee shall not apply where the information provided by the end-user is false, incomplete, or illegible.

f) Where a Product is repaired under this guarantee, then the repaired Product will continue to be covered under this guarantee for the original guarantee period. No new guarantee will apply to that repaired Product or any spare parts/materials which are used in the repair.

g) This guarantee shall be governed by and construed in accordance with the laws of Northern Ireland and the Courts of Northern Ireland shall have exclusive jurisdiction.