

# Keylite Guarantee

## 1. Products covered under the guarantee

KEYLITE provides the first end-user (a) with a guarantee as follows:

The guarantee covers the following products	Guarantee Period
KEYLITE roof windows including glazing	10 Years
KEYLITE flashings	10 Years
KEYLITE Sunlite	10 Years
KEYLITE motors for window control and blinds, including motors pre-installed in KEYLITE roof windows	3 Years
KEYLITE products for electric operation, including electrical components installed in KEYLITE roof windows.	3 Years
Roof Lantern	10 Years
Flat Glass Rooflight	10 Years
Flat Roof Dome	10 Years
Install Blinds	3 Years
KEYLITE Loft Ladder	3 Years

The end-users statutory rights under applicable legislation governing the sale of consumer goods are not affected by this guarantee.

## 2. When does the guarantee commence?

The guarantee period runs from the time when the new product is delivered to the first end-user (a).

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

The guarantee covers defects (b) in the products arising from defects in material or production or to structural faults (c).

Coverage of the guarantee is provided on the condition that the end-user proves that any defects or faults do not result directly or indirectly from:

- 1 Faulty installation, i.e. not in keeping with the installation instructions or (in the absence of such instructions) contrary to good craftsmanship
- 2 Incorrect operation or misuse
- 3 Transportation, installation or any other form of handling
- 4 Modifications to the product
- 5 Use of incompatible spare parts or accessories (e.g. power supply)
- 6 Installation outside recommended installation areas
- 7 Other factors not due to defects in material or production or to structural faults.

Moreover, coverage of the guarantee is provided on the condition that the end-user proves that any defects in the products do not result directly or indirectly from neglect of maintenance.

## 4. Claims Procedure

To invoke this guarantee the end-user shall register a claim within the guarantee period (d) with KEYLITE or with the dealer from whom the product was purchased and within two months after the end-user discovered or ought to have discovered the defect.

At its sole discretion KEYLITE shall determine whether to repair the product, to make a replacement delivery or to reimburse the end-user for the purchase price in accordance with the following provisions.

## 5. Repairs under guarantee

Unless otherwise decided by KEYLITE, 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 (e).

If repairs cannot be done without considerable inconvenience to the end-user, KEYLITE shall also pay any costs for installation of spare parts/materials, labour costs related to the repairs and costs for the installers transportation or dispatch of the product as well as any parts/materials.

## 6. Replacement under guarantee

A replacement shall be made free of charge by replacing the old product with a new product (f) of the same kind, type and quality. If, at the time when the complaint is made, the product 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.

Provided that such costs have been agreed by KEYLITE before they are incurred, KEYLITE will pay all costs relating to the transportation/dispatch of the replacement product to and from KEYLITE and/or the dealer, the dismantling and re-installation of the product and any covering with a tarpaulin or other special measures.

## 7. Reimbursement

Subject to prior agreement with KEYLITE, the end-user shall return the product, and KEYLITE will reimburse the purchase price paid by the end-user.

## 8. Non Coverage

This guarantee does not cover:

- Knots in the wood
- Discolouration of parts that are not visible by general use
- Any other cosmetic conditions, such as for instance 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 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 material or changing effect
- Malfunction or restricted function, e.g. resulting from blocking or the like due to ice, snow, twigs, etc.
- 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 impair the view appreciably
- Any other similar conditions, respective of these being characterised as defects

Moreover, the 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 those referred under "Products covered under the guarantee". As for accessories including pre-installed accessories, the producer's guarantee, if any, shall apply. Where a product includes a number of integrated or preinstalled components will be the period stated in the section headed "products covered under the guarantee".

Except as specifically stated in this guarantee KEYLITE does not accept any liability whatsoever to the end user for any loss or damage 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 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 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 the costs of transporting the product to and from the repair shop or the installer's travelling expenses to and from the end-user. In addition, the end-user shall pay any costs, including 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 additionally pay for any spare parts used and for the labour costs incurred.

### 10. Notes - Supplementary explanations for the above provisions

- a) "First 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.
- ai) "First end-user" means the end user, c.f. note 1, 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.
- aii) If the end-user is unable to document the time of delivery, KEYLITE reserves the right to determine the commencement of the guarantee on the basis of documentation the production date probable.
- b) The guarantee may be invoked if, based on technical knowledge at the time of production, a defect has been established. Moreover, the cause of the defect shall have been present at this point in time.
- c) Any differences between the standard valid at the time of purchase (including e.g. 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.  
  
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.
- d) The end-user shall be responsible for documenting that the guarantee period had not expired.
- e) 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.
- f) A new guarantee period (equivalent to a new guarantee period for the product/accessories in question under "Products covered under guarantee") commencing from the date of the replacement product on the same terms that apply to this guarantee.

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