

Profile Extrusion Warranty

TWENTY YEAR LIMITED WARRANTY FOR PROFILE EXTRUSIONS

SKYREACH L&S EXTRUSION CORP. (“SKYREACH”) warrants to Fabricator that for a period of twenty (20) years from the date of purchase of the Extrusions, subject to the terms and conditions herein contained, the Extrusions, as fabricated into Finished Products, will be free from manufacturing defects which result in rotting, cracking, warping, pitting, corroding, peeling, blistering or non-uniform fading discoloration.

This warranty covers only manufacturing defects in material and workmanship of SKYREACH and, without limitation, does not include any failure, defects or damages attributable to, or arising from or connected with, the fabrication of the Extrusions into Finished Products (including but not limited to improper or inadequate reinforcement and/or ventilation), failure to provide reasonable and necessary maintenance, improper maintenance (including inadequate air circulation around Finished Products), harmful fumes, chemicals, distortion or warping due to building heat, heat build-up, excessive temperature exposure or unusual heat sources including outdoor grills, interior and exterior reflection from roofs, windows, walls, window coverings or other surfaces, color changing arising due to normal weathering, oxidation, extremes of weather and atmospheric conditions, accident, abuse, misuse, neglect, faulty or improper installation or design of Finished Products, staining or mildew, fire, flood, earthquakes, hurricanes, tornadoes, cyclones, gales, lightning, hail and Acts of God, accidental or intentional damage, vandalism and all other circumstances and causes beyond SKYREACH’s control.

This warranty does not apply if the Extrusions are painted or coated with any substance (other than with coatings produced by and applied in accordance with written instructions of SKYREACH or used in Finished Products which are installed other than on a vertical plane.

IMPORTANT: Extrusion which experience color change due to normal weathering are excluded from this warranty (including non-uniform fading and discoloration and color changes resulting from unequal exposure of surfaces to the sun and elements). “Normal Weathering” is defined as exposure to ultraviolet (sun) light, and extremes of temperature and atmosphere which will cause any surface to fade, discolor, darken, chalk, or acquire a surface accumulation of dirt or stains. The severity of these conditions depends on air quality, the geographic location of Finished Products, and other local conditions over which SKYREACH has no control.

This warranty shall be for the exclusive benefit of Fabricator and may not be transferred and is void if (i) Fabricator does not warrant Finished Products to Customer for a period of time equal to or exceeding twenty (20) years from the date of Customer’s purchase of the Finished Products, and (ii) Fabricator’s warranty is not in substance equivalent to and consistent with this warranty. The warranty granted by Fabricator to Customer shall be the sole responsibility of Fabricator.

Any claim under this warranty must be submitted in writing by Fabricator to SKYREACH promptly after discovery of the defect claimed, describing with reasonable specificity such defect. SKYREACH shall be entitled to require delivery by the Fabricator of whatever proof it requests to evaluate the validity of the claim. By acceptance of the Extrusions, Fabricator agrees that any claim under this warranty will be subject to SKYREACH’s determination of validity and if SKYREACH determines the claim is valid, any such claim is expressly limited, at the option of SKYREACH, to one of (i) return the original purchase price paid for the defective Extrusions, or (ii) provide replacements or recoating to the Fabricator for the defective Extrusions. The original warranty period shall not be extended by any replacement, but the remaining warranty time period shall continue in effect and be applicable under the terms and conditions of this warranty to the replaced Extrusions.

SKYREACH reserves the right to discontinue or change Extrusion. If Extrusions have been discontinued or are not available, SKYREACH reserves the right to substitute extrusions of equal quality as may be compatible, provided in the event no compatible product is at that time manufactured by SKYREACH, it shall not be required to create new dies or coatings for the purposes hereof. SKYREACH shall in no event be liable for labor charges or other costs whatsoever in connection with repair, removal or installation of either original or replacement Extrusions.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES OR OBLIGATION OF SKYREACH, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SETS FORTH THE ONLY WARRANTY FOR THE EXTRUSIONS. IN NO EVENT SHALL SKYREACH BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WITH RESPECT TO THE EXTRUSIONS OR FINISHED PRODUCTS AND REGARDLESS OF WHETHER ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT OR OTHERWISE WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, IS HEREBY EXCLUDED AND DISCLAIMED. YOUR EXCLUSIVE REMEDY SHALL BE ENFORCEMENT OF THIS WARRANTY UPON THE TERMS AND CONDITIONS HEREIN CONTAINED. NO REPRESENTATIVE OF SKYREACH OR ITS DISTRIBUTORS OR DEALERS IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY OR EXPRESS ANY OTHER WARRANTIES WITH RESPECT TO THE EXTRUSIONS.

SKYREACH DISCLAIMS ANY AND ALL WARRANTIES FOR DEFECTS THAT ARE OBVIOUS UPON INSPECTION BY FABRICATOR EITHER IF FABRICATOR FAILS TO MAKE SUCH INSPECTION PRIOR TO USE OF OR IF FABRICATOR MAKES SUCH INSPECTION AND FAILS TO INFORM SKYREACH OF SUCH DEFECT WITHIN NINETY (90) DAYS OF ITS RECEIPT OF EXTRUSIONS.

SOME JURISDICTIONS DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE LIMITATIONS CONTAINED HEREIN MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL OR SPECIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIAL LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, ALL OF WHICH VARY FROM JURISDICTION TO JURISDICTION.