



**STATEMENT OF LIMITED WARRANTY
FOR AES SUNOPTICS, INC
10.24.2022**

Subject to the exclusions set forth below, AES Sunoptics, Inc warrants its products ("Product(s)") as set forth in the applicable table below, from the date of shipment from AES Sunoptics, Inc.'s facilities.

PRODUCT	LIMITED WARRANTY OFFERING	TERM
Polycarbonate Skylight Models: SIG, DHP, PY, CT, HVHZ	Leak Free* *No water leak to occur in properly installed Product(s)	15 Years
Polycarbonate Skylight Models: HVHZ and FM	Hail Damage Class 4 Resistant* *No cracking or breaking to occur due to hail up to 2" in diameter (the occurrence of hail within such limits at the original installed location must be verifiable through National Weather Service records)	15 Years
Polycarbonate Skylight Models: SIG, DHP, PY, SVT, CT	Hail Damage Class 4 Resistant* *No cracking or breaking to occur due to hail up to 2" in diameter (the occurrence of hail within such limits at the original installed location must be verifiable through National Weather Service records)	10 Years
Polycarbonate and Acrylic Integral Aluminum Frames	Leak Free* No water leak to occur in properly installed Product(s).	15 Years
Polycarbonate Skylights: All Models	Free from Yellowing* *No yellowing to occur (a) during the first 5 years that exceeds a yellowness index ("YI") value of 5.0 or (b) during the next five years that exceeds a YI value of 10; with YI, in each case, measured with a certified colorimeter in accordance with ASTM D 1925 standards.	5 Years (YI≤5.0) 10 Years (YI≤10.0)
Smoke Vents	Free from malfunctioning mechanism that could cause a false opening. Leak Free* *No water leak to occur in a properly installed Product(s).	10 Years
All products listed above, Steel Curbs, and Multi-Light Skylights	Free from defect in material and workmanship	5 Years
All other Products not listed above	Free from defect in material and workmanship	90 days



The painted finish of the Product(s) is warranted for one (1) year and will be considered defective in material or workmanship only if there is substantial deterioration, in the form of blistering, cracking, or peeling. The painted finish is not warranted against fading or chalking, as Product(s) may naturally fade or chalk over time due to normal aging. Minor imperfections and/or variances within plastic material incorporated into the Product(s) that do not affect the performance of the Product(s) are not warranted hereunder. Condensation associated with the Product(s) (and any related water damage), which may occur as a natural result of high humidity or a variation between indoor and outdoor temperatures, is not a defect and is not covered under this Limited Warranty. This Limited Warranty only covers Product function and does not cover existing building systems and/or performance of any Product(s) or field adjustments of any Product(s) done by anyone that has not been authorized or certified in writing by AES Sunoptics, Inc.

Except as otherwise set forth herein, AES Sunoptics, Inc. does not warrant third party components, third party installation/maintenance/repair services, or other professional services. Applicable third-party manufacturers or third-party service providers shall be solely responsible for the cost related to any claims associated with any such third-party device or third-party services. Assistance with warranty claims for any such third-party component(s), and/or copies of each applicable manufacturer's warranty, may be obtained from an authorized AES Sunoptics, Inc. representative, if available. This Limited Warranty only applies to the Product(s) when sold for commercial / industrial purposes.

This Limited Warranty applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures. AES Sunoptics, Inc. will not be responsible under this Limited Warranty for any failure of the Product(s) that results from external causes such as: acts of nature, including but not limited to excessive or harmonic winds, ice, or other related storm activity; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); external site conditions, including but not limited to: accumulation of debris (natural or otherwise), heavy tree cover, environmental conditions, including but not limited to: exposure to harsh, corrosive, marine or high-humidity conditions; vandalism; terroristic acts; fire; induced vibration; harmonic oscillation, or resonance associated with movement of air currents around Product(s); animal or insect activity; fault or negligence of purchaser, any end-user of the Product(s) and/or any third party not engaged by AES Sunoptics, Inc.; improper or unauthorized access or use, installation, handling, storage, alteration, maintenance or service; failure to abide by any product classifications or certifications; failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of AES Sunoptics, Inc.; failure of the end-user to provide full and complete requested data; use of the Product(s) with products, processes or materials supplied by any end-user or third party; or any other occurrences beyond AES Sunoptics, Inc.'s reasonable control. AES Sunoptics, Inc. also will not be responsible under this Limited Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect, or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, roofs, buildings, anchorages or structures, the end-user is solely responsible for the structural integrity of such existing foundations, roofs, buildings, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing (as applicable) must be kept by the end-user and provided to AES Sunoptics, Inc. upon request to substantiate that the Product(s) have failed to comply with the terms of this Limited Warranty. Except as may be expressly provided in this Limited Warranty, neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, crazing, or cracking, as yellowing, crazing and/or cracking may naturally occur over time due to normal aging. The Product(s) are not warranted against: cosmetic problems or defects that result in normal wear and tear, including surface crazing or superficial cracking that do not pose an internal building leak issue, that could also incur under ordinary use and that do not affect the performance or use of the Product(s); nor are the Products warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design; or failures of AES Sunoptics, Inc. Product(s) resulting from installation or use of aftermarket third party supplied products, components, or materials.

The determination of whether any Product(s) fail to comply with the terms of this Limited Warranty shall be made by AES Sunoptics, Inc. in its sole discretion, with consideration given to the overall performance of the Product(s) as compared to the expected performance per the applicable spec sheet. If the Product(s) are within the warranty period, and AES Sunoptics, Inc. has received payment in full for the Product(s), and AES Sunoptics, Inc. determines to its satisfaction that the Product(s) fail to comply with the terms of this Limited Warranty, AES Sunoptics Inc., at its option, will service, repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s), which may not be identical to the original. AES Sunoptics, Inc. reserves the right to utilize new, reconditioned, refurbished, repaired, or remanufactured Product(s) or parts in the warranty repair or replacement process. For purposes of clarity, this Limited Warranty does not include any removal, commissioning, programming, or reinstallation costs or expenses, including without limitation any labor costs, equipment or other expenses required to remove and/or reinstall original or replacement Product(s) and/or parts. This Limited Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end-user of the Product(s) at the original location. This Limited Warranty may not be transferred or assigned by the original end-user.

The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Limited Warranty and does not extend the warranty period. Warranty claims regarding the Product(s) must be submitted in writing within thirty (30) days of discovery of the defect or failure to an authorized AES Sunoptics, Inc. post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by AES Sunoptics, Inc., but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized AES Sunoptics, Inc. post-sales or customer service representative. AES Sunoptics, Inc. is not responsible for any costs, expenses, or damages that may occur in connection with shipment of Product(s) to AES Sunoptics, Inc., but AES Sunoptics, Inc. shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the end-user so long as AES Sunoptics, Inc. has sole control over all aspects of shipment, including but not limited to AES Sunoptics, Inc. shipping directly to the end-user. In no event will AES Sunoptics,



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Inc. accept any other charges related to shipment by any other party. Replacement Product(s) and/or parts provided under the terms of this Limited Warranty are warranted for the remainder of the warranty period as if such Product(s) and/or parts were the original components.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND AES SUNOPTICS, INC. EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF AES SUNOPTICS, INC. PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM AES SUNOPTICS, INC.

The total liability of AES Sunoptics, Inc. on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, AES Sunoptics, Inc.'s performance or breach of this Limited Warranty, or from AES Sunoptics, Inc.'s sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above. AES Sunoptics, Inc. shall not be liable for damages caused by any delays involving warranty services.

IN NO EVENT SHALL AES SUNOPTICS, INC. BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

AES Sunoptics, Inc. reserves the right to modify or discontinue this Limited Warranty without notice, provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance. If there is any conflict or inconsistency between the English language version of this Limited Warranty and any version translated into any other language, the English language version shall prevail. Trademarks referenced are trademarks of AES Sunoptics, Inc. and if marked with the ® symbol are registered in the U.S. and may be registered in other countries.

The document, including the Limited Warranty shall be construed and enforced in the accordance with the laws of the State of Alabama and the applicable laws of the United States.

NOTE: The Product(s) must be returned within ten (10) days after receiving the return authorization number and the shipping box must be clearly marked with the return authorization number. Failure to follow this procedure will delay any potential warranty resolution. Product(s) returned without a valid return authorization number will either be refused or returned to sender at sender's expense. NO PRODUCT RETURNS WILL BE ACCEPTED BY AES SUNOPTICS, INC. IF NOT ACCOMPANIED BY A VALID RETURN AUTHORIZATION NUMBER.