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# **SOLATUBE AUSTRALIA – SKYLIGHTS & VENTILATION**

# LIMITED WARRANTY

### What Does This Warranty Cover?

For all products purchased or delivered hereunder, Solatube Australia Pty Ltd warrants they are free from defects of workmanship and/or material for a period of time from the date of purchase.

How Long Does The Coverage Last?

Item	Warranty Period (Years)
Heavenly Tubular Skylights	
<ul> <li>Domes, roof flashing bases, diffuser ceiling mountings, reflective tubing, plastic, rubber or metal seals and</li> </ul>	8
gaskets, tapes and fasteners Light Add-On Kit, Ventilation Add-On Kit	7
components, Daylight Dimmer	5
250mm Electric motor	2
Diffusers	1
Heavenly Square Skylights	
<ul> <li>Domes, roof flashing bases, diffuser ceiling mountings, flexible tubing, plastic, rubber or metal seals and</li> </ul>	7
gaskets, tapes and fasteners  Diffusers	1
Roof Ventilation	
Roof cap, roof flashing bases, plastic,	7
rubber or metal seals and gaskets,	
fasteners	2
250mm Electric motor	-
Room Ventilation	
Horizontal ventilation components, flexible duct shaft and associated	7
components  Vertical ventilation components,	7
flexible duct shaft and associated	
components 250mm Electric motor	2
150mm Electric motor	1
Ceiling mounted Electric Motor (NVF)	1
Econotube Skylights	
Domes, roof flashing bases, diffuser	7
ceiling mountings, flexible tubing,	
plastic, rubber or metal seals and	
gaskets, tapes and fasteners	1

### What Will Solatube Australia Do?

Should any products be determined by Solatube Australia to be defective, at the option of Solatube Australia, such products will be repaired or replaced and returned within a reasonable time to Buyer free from defect. If Solatube Australia provides a replacement product, the Warranty on the replacement will last only for the balance of the original product warranty period.

#### What Are the Limitations On a Buyer's Remedies?

In no event will Solatube Australia be liable for loss of profits, indirect, special, incidental, consequential or other similar damages. If Solatube Australia did not install the product(s), in no event will Solatube Australia be liable for any breach of Warranty for improper installation. To the fullest extent allowed by law, Solatube Australia's liability to all buyers for all claims with respect to the products will be limited to the lesser of (a) the cost of replacing the products; (b) the cost of obtaining equivalent products; or (c) the cost of having products repaired. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### What is Not Covered By This Warranty?

Solatube Australia Pty Ltd is not responsible for, nor does this Warranty apply to:

- · Labour or installation of the products.
- Product or performance defects as a result of installation not in accordance with Solatube Australia's installation instructions.
- Defects or damages arising out of shipment by common carriers, private transportation or other means of transportation.
- Defects or damages arising out of improper handling or cleaning, accidents, acts of God, intentional acts, misuse or abuse, or any other circumstances beyond the control of Solatube Australia.
- Condensation and any water damage resulting from condensation.
- Products subjected to stress resulting from (i) localized application of heat, (ii) movement of building and /or building components, or (iii) expansion or contraction of framing members.
- Accessories, flashing or other installation materials manufactured or sold by persons other than Solatube Australia.

### How Does a Buyer Get Service?

Within thirty (30) days of discovery of a defect, Buyer should contact (i) Buyer's Solatube Distributor or (ii) Solatube Australia Pty Ltd's Customer Service at Ph 13 16 19 (Australia wide).

# How Does State Law Apply?

This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

Additional provision applicable to uses of products other than for personal, family or household purposes.

### What Warranties are Solatube Australia Disclaiming?

Except as expressly set forth herein, the Products are provided "as is" without any Warranty, expressed or implied, including, but not limited to, all Warranties of merchantability and fitness for a particular purpose; and any such Warranties are hereby expressly disclaimed.