

# Commercial Glass Rooflights

## 10 YEAR PERFORMANCE WARRANTY

(Flat Glass, Roof Lantern, Circular Glass, Glass Link, Mono Pitch, Dual Pitch, Skylight)

<b>PROJECT</b>	<b>xxx</b>
<b>BRIGHTSIDE SKYLIGHTS CUSTOMER</b>	<b>xxx</b>
<b>SALES ORDER NUMBER(S)</b>	<b>xxx</b>
<b>AUTHORISED</b>	<b>xx</b>
<b>DATE</b>	<b>xxx</b>

Brightside Skylights guarantee that the glass rooflights for the above project:

- will remain fit for purpose in normal conditions for a period of 10 years i.e. will not become perforated, or lose significant structural strength or distort to the extent of losing weathertightness
- have been manufactured in accordance with appropriate British and European product standards applicable on the date of manufacture, with a design and manufacturing management system accredited to ISO9001

This Warranty is valid provided that the rooflights have been used in accordance with Conditions of Use shown in clauses 1 to 8, and is subject to the Limitations shown in clauses 9 to 21. Failure to strictly adhere to any of these clauses will render this Warranty null and void.

### Conditions of Use

1. This Warranty applies only to Flat Glass, Roof Lantern, Circular Glass, Glass Link, Mono Pitch, Dual Pitch and Skylight rooflights glazed with glass, fitted in the UK or Ireland.
2. The rooflights have been handled, transported, stored, and fitted without damage to the glazing materials, and the glass has not been scratched, cracked or damaged in any way following installation.
3. For rooflights specified with self-cleaning glass, the active surface has not been scratched or damaged in any way and no chemicals or sealants which may affect the active surface have been brought into contact with it (refer to glass manufacturers literature for more information).
4. The rooflights have been fully specified, handled, installed, operated and used:
  - a. in accordance with Brightside Skylights' installation instructions, handling and care instructions and all relevant Brightside Skylights Technical Bulletins
  - b. in accordance with all Building Regulation requirements including the relevant parts of Approved Documents B and L
  - c. in accordance with relevant legislation and current good practice including guidance from The Rooflight Association
  - d. in the application for which they were designed, including that the roof pitch, supporting structure and upstand (where applicable) is appropriate.

Any Warranty claims arising partially or in whole from any aspect of incorrect installation, modification or from use in an application for which the rooflights were not specifically intended or designed, are excluded.

5. This Warranty will not apply to rooflights installed in conjunction with existing rooflight skins or those supplied from any other source
6. The rooflights and the installation (e.g. fasteners, sealants, supporting structure etc):
  - a. have been inspected on a regular basis by a competent person, at an appropriate frequency, including whenever the surrounding roof is inspected and not exceeding 3 years, or shorter wherever necessary as a result of environmental conditions or results of previous inspections
  - b. if any requirement for maintenance of the rooflights or the installation has been identified by this inspection, that these have been carried out to the original specification promptly
  - c. that documentary evidence with photographs is available of this inspection, the observations made and any maintenance requirements identified, and of any subsequent maintenance carried out
7. This Warranty applies only to normal residential, commercial or industrial environments, where there are no uses of the building, and no internal or external environmental factors (e.g. internal humidity exceeding 55% at 20°C, internal temperatures outside the range 15-20°C, or unusually high levels internally or externally of chemicals or other pollutants) which would act so as to reduce the effectiveness of the functioning of any component of the roof or rooflight installation during the warranty period.
8. The rooflights have not been subject to abrasion, chemically aggressive environments, abnormal loadings, wind or snow loads in excess of 900 N/m<sup>2</sup>, mechanical impact, excessive stresses, radiation, or temperatures in excess of 60°C or any other events or conditions which have had or may have any deleterious effect on them.

### Limitations of the Warranty

9. All defects resulting from storm damage and any other matters covered by an ordinary buildings insurance policy, and fair wear and tear are excluded from this Warranty.
10. Any cracks (including thermal stress fractures), damage, inclusions and imperfections (including interference colour bands) in the glazing are excluded from this warranty, unless they are identified at point of delivery and fall outside Brightside Skylights' acceptance criteria.
11. In the event of any alleged failure of the rooflights to perform their specified use and purpose, Brightside Skylights will be provided with reasonable and sufficient access to the rooflights in situ, without charge, for purposes of inspection and investigation, and in the unlikely event that any remedial or replacement work is required.
12. This Warranty shall be related to a specific building, and the period of validity shall be limited to that for the surrounding roofing material, wherever this is less than 10 years. The validity period commences on the date of invoice, or date of delivery if this is earlier.
13. All claims in respect of powder coating will be assessed against the performance criteria set out in BS EN 12206. Any chipping or scratching of powder coating is excluded unless identified at point of delivery prior to handling and installation on site. Any claims in respect of powder coating (unless marine grade) within 5km of a zone of salt water are excluded.
14. All claims in respect of seals on insulated glass units (IGUs) and the aesthetic effect of condensation which may occur if IGU seals fail are limited to a period of 5 years.
15. All claims in respect of electrical actuators, sensors, fans and control systems are limited to a period of 1 year. All actuators have a design life of at least 10000 cycles. Electrical issues or damage as a result of third-party equipment are excluded.
16. Claims are limited exclusively to the original purchase cost of the rooflight materials only, following production of the original purchase invoice. All other claims are expressly excluded.
17. In the event of a substantiated claim, Brightside Skylights shall at their own discretion either repair the rooflights, or instruct customers to carry out minor repairs (where reasonably practical without significant inconvenience), or supply replacement rooflights (with the option to supply the most appropriate alternative product if the original is no longer available), or provide reimbursement of the full value of the original Brightside Skylights invoice. Where requested, the customer shall, at their own cost, return all replaced products to Brightside Skylights for inspection. Any replacements or repairs do not extend the length of the original warranty or come with a new warranty.
18. This Warranty relates specifically to the contract between Brightside Skylights and our customer, and is not transferable. It will only operate if all the terms of the contract with Brightside Skylights (including terms of payment) have been fully observed, and goods have been paid for in full. It will not be valid if payments have been offset from any other contract, or any monies, including retentions, have been withheld from Brightside Skylights in association with any claim under this Warranty.
19. Any claims in respect of the durability of the material must be notified to Brightside Skylights immediately, or not more than 28 days after the alleged failure.
20. Site visits made by Brightside Skylights in relation to a claim which are aborted for reasons attributed to the customer; and/or reveal the warranty to be invalid will be charged at the current applicable rate plus all associated travel, accommodation, and sustenance costs.
21. The Law of England shall be the law applying to this Warranty and English courts shall have jurisdiction.