



MANUFACTURER WARRANTY COVERAGE PERIOD

- STANDARD 2-YEAR
(includes Clear - Class II)

 EXTENDED 3-YEAR

 EXTENDED 5-YEAR

 EXTENDED 10-YEAR

COMPANY NAME

JOB NAME

SO#

1. This Limited Warranty ("Warranty") covers only products and components supplied by Tubelite Inc. ("Tubelite"). This Warranty applies only if Tubelite is notified in writing within thirty (30) days after, a) discovery of the defect(s), or b) the time at which defect(s) should have been discovered through reasonable diligence. No claim may be made after the designated number of years selected above has passed from the substantial completion date of _____. The warranty for Tubelite door corner construction is extended to the useful life of the door (this extension excludes terrace doors).

2. This Warranty does not apply to, and Tubelite expressly assumes no responsibility for, circumstances outside of Tubelite's control, including but not limited to the following: product failure due to improper installation, usage, handling, loading, unloading, or storage; incompatibility with other glazing or installation materials; improper building design, specifications or construction; excessive, localized or asymmetrical building movements; failure to provide routine, documented and reasonable maintenance and inspection; noise; scratches or abrasions to the product; condensation or frost on any surface; environmental conditions; damage caused by water entry from sources other than Tubelite materials; any damage, whether to property or person, caused by or attributable to mold, mildew, fungi, or other toxins, regardless of cause; fire, earthquake, flood or other acts of nature; physical damage or other casualty; field fabrication, finishing, or forming; damages caused by any chemicals used on or around the product; damage attributable to building maintenance equipment; falling objects, ice, snow, or debris build-up, or resulting damage; government restrictions; terrorism or other acts of aggression.

3. LABOR AND EQUIPMENT, TO REMOVE AND/OR REPLACE MATERIAL OR COMPONENTS DETERMINED BY TUBELITE TO BE DEFECTIVE, IS NOT INCLUDED. In lieu of material replacement, Tubelite reserves the right to refund the purchase price of material or components determined by Tubelite to be defective. Tubelite will not be held liable for any work performed, or materials supplied by others, including but not limited to; architectural or engineering fees, consulting fees, back charges, remedial labor costs, or other direct or indirect costs, without Tubelite's prior written authorization.

4. Corrosion of any product or component caused by exposure to atmospheric or other chemicals, including but not limited to salt air, acid rain, alkaline or acid cleaning solutions, hydrocarbons, solvents, or other extreme condition(s) is not covered. Repair of thermal barrier dry shrinkage resulting in leakage will be limited to the repairs described in the AAMA Technical Bulletin 91-1.

5. This Warranty covers factory-applied organic and anodic finishes on exposed extruded aluminum surfaces without standing water accumulation, against peeling, checking, cracking, chalking and change of color, per applicable AAMA specifications in effect as of the date of Tubelite's order acknowledgement.

- Baked Enamel (2603) – 1yr adhesion only;
 50% Kynar (2604) – 5yrs;
 70% Kynar (2605) – 10yrs;
 Class I anodized (611) – 5 yrs

For components confirmed by Tubelite to be defective, Tubelite reserves the right to re-finish in the field, using air-dry products. Exposure is defined on Tubelite's extrusion profile drawings. Organic finishes containing mica or metallic flakes are not covered for change of color.

6. TUBELITE WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES NOT STATED IN THIS LIMITED WARRANTY. For any components repaired by Tubelite or replaced, this Limited Warranty will be limited to the remainder of the original warranty period. Tubelite reserves the right to inspect, diagnose or repair any product alleged to be defective; to substitute similar replacement components for those no longer readily available or subject to extended lead times; and to charge a service fee if no defects are discovered. Determination by Tubelite that certain materials or components are defective does not imply an obligation to inspect all others on the project. Cleaning, final installation adjustments, and/or any other adjustments after installation, are not the responsibility of Tubelite, and are not covered by this warranty. Improper layout or installation voids this warranty. Any inspection, diagnosis, or repair activities by Tubelite on site do not constitute acceptance or endorsement of the installation, nor extend or broaden Tubelite's liabilities under the terms of this Limited Warranty. Tubelite shall have the option of requiring the return of the alleged defective product.

7. The purchaser's exclusive remedy is limited to the legal remedies described in this warranty. Tubelite's limited warranty will be void if full payment is not received within a commercially reasonable time frame. TUBELITE MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE PRODUCT, OR ITS SELECTION AND APPLICATION, INCLUDING, BUT NOT LIMITED TO; COMPLIANCE WITH BUILDING CODES, SAFETY CODES, LAWS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. No employee, representative, agent, or distributor of Tubelite, other than the President, a Vice President, or a General Manager of Tubelite, is authorized to modify this limited warranty. IN NO EVENT WILL TUBELITE'S AGGREGATE LIABILITY UNDER THIS WARRANTY EXCEED THE ORIGINAL PURCHASER'S PAYMENT TO TUBELITE. In no event will any other warranty terms apply to the sale of Tubelite products, including but not limited to, the project specifications, general conditions, and/or other bid or contract documents.

8. Any waiver by Tubelite of any of the terms of this Limited Warranty for any project shall not be construed as a waiver of any other terms of this Limited Warranty, or terms of sale related to this, or any other project. If any provision of this Warranty is determined to be invalid, illegal or otherwise unenforceable for any reason, such determination shall not affect the validity or enforceability of any remaining provisions.

 TUBELITE REPRESENTATIVE (*print name*)

 TUBELITE REPRESENTATIVE (*signature*)

 DATE