

Limited Warranty for ODL Solar Powered Dimmer For Tubular Skylights

Effective 08/08

Warranty Coverage

Subject to the conditions, exclusions and limitations herein, ODL Incorporated ("ODL") warrants that its Tubular Skylight Dimmer Product ("Product") is free from defects in material and workmanship that would render the Product unfit for its normal and recommended use.

THIS WARRANTY APPLIES AND EXTENDS ONLY TO THE ORIGINAL CONSUMER PURCHASING THIS PRODUCT. THE DURATION OF THIS WARRANTY BEGINS ON THE DATE OF PURCHASE BY THE CONSUMER AND EXTENDS FOR A PERIOD OF TWO YEARS.

Exclusions from Coverage

This warranty does not cover:

- Defects or damages resulting from use of the Product for purposes other than those for which it was designed.
- Defects or damages resulting from modifications or attachments to the Product.
- A product that is not installed on an ODL Tubular Skylight.
- Defects or damages arising out of improper handling or cleaning, defective or improper installation (including installation not in accordance with ODL's installation instructions) defective or improper glazing (including glazing not in accordance with ODL's glazing instructions), accident, act of God, intentional human act, misuse or abuse, or any other circumstances beyond the control of ODL.
- Products installed in or submitted to high heat, high moisture, high vibration, or extreme temperature changes.
- 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.
- Replacement products beyond the balance of the remaining warranty period applicable to the original Product or accessory which is replaced.
- Labor, shipping, or other charges incurred or claimed by the Customer.
- Accessories, flashing, or other installation materials manufactured, or sold by persons other than ODL.

Warranty Claim Procedures

If within the applicable warranty period the Customer discovers a defect in the Product or an accessory which is covered by this warranty, the Customer must follow this procedure:

1. The Customer must promptly present a written claim to the Customer Service Manager, ODL Incorporated, 215 East Roosevelt Avenue, Zeeland, Michigan 49464.
2. The Customer must use reasonable diligence to include in the written claim all of the following:
 - a. An adequate description of the claimed defect(s); b. Identification of Product (size, design, type and model number); c. Date of the Customer's purchase, place of purchase, and the date of delivery to the Customer.

3. The Consumer must, if requested by ODL, permit ODL or its representative to inspect the Product.

Remedies

After receiving a valid claim, ODL will, at its option, (a) repair the product, or (b) provide a replacement Product (or part, as appropriate) of like kind and design.

If ODL elects to provide a replacement Product, the limited warranty on the replacement will last only for the balance of the original Product warranty period. If the Customer fails to provide satisfactory proof of the date of purchase, the date of manufacture shall be used instead.

ODL'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO EITHER (A) OR (B) ABOVE, AND ODL WILL IN NO EVENT BE RESPONSIBLE FOR SHIPPING, LABOR, REMOVAL OF ORIGINAL PRODUCT, INSTALLATION OF REPLACEMENT PRODUCT, FINISHING EXPENSES, OR OTHER CHARGES, COSTS OR CLAIMS INCURRED BY THE CONSUMER.

Disclaimer of Warranty

NO IMPLIED WARRANTY, INCLUDING WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO THE PRODUCT (OR ANY REPLACEMENT) BEYOND THE DURATION OF THIS WRITTEN WARRANTY. (Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.)

Limitation of Remedies

THE REMEDIES SET FORTH ABOVE ARE THE CONSUMER'S EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY OR NEGLIGENCE. IN NO CASE SHALL ODL BE LIABLE TO THE CONSUMER OR ANY OTHER PERSON FOR ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.)

Unless modified in a later writing signed by both ODL and Consumer, this warranty is the complete and exclusive warranty related to the Product, and it supersedes all earlier agreements and other communications relating to the Product. No employee of ODL or any other party is authorized to make any warranty in addition to this warranty. Invalidation of any one or more of the other provisions of this warranty shall not invalidate or affect one of the other provisions. This warranty is not transferable.

This warranty gives the Consumer specific legal rights, and the Consumer may also have other legal rights which may vary from state to state.

ODL INCORPORATED • 215 EAST ROOSEVELT AVENUE • ZEELAND, MI 49464 • www.odl.com