

SKY-FRAME, INC. LIMITED WARRANTY CERTIFICATE

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. OTHER THAN AS PERMITTED BY LAW, SKY-FRAME DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR STATE.

WHAT IS COVERED BY THIS WARRANTY?

This Limited Warranty extends only to a buyer of Sky-Frame products ("Products") who has been issued a Limited Warranty Certificate and paid for the Sky-Frame Products in full (the "Buyer"), and to subsequent owners of the property to which the Sky-Frame Product is originally affixed.

Subject to the terms, conditions and limitations herein, SKY-FRAME hereby warrants that its Products will be free of defects in materials and workmanship that significantly impair their operation and proper usage when Products are used in accordance with SKY-FRAME's guidelines for a period of FIVE YEARS from the billing date of the original purchase by the Buyer ("Warranty Period"), subject to the exclusions and details stated below, and as long as the Buyer can provide proof that the maintenance instructions were followed.

- Product Finishes: All Products have anodized or powder coated finishes and they come with a LIMITED FIVE YEAR WARRANTY, unless installed within a five mile radius to bodies of water predominantly consisting of salt water. If the Product is installed within a five mile radius to bodies of water predominantly consisting of salt water, a LIMITED TWO YEAR WARRANTY applies.

- Glass: SKY-FRAME warrants glass against defects for a period of TEN YEARS, subject to the terms below. Window glass possesses natural imperfections and is not intended to be flawless. Only substantial visual obstructions caused by moisture (caused by sealing failure), debris, chips, fingerprints etc. within the air space shall be deemed a defect. Minor marks, small scratches, spots, distortion, discoloration, roller waves, anisotropy, interference phenomenon shall not be deemed a defect. Visual inspections shall be done with the naked-eye, with the glass being placed in a vertical position, i.e. at an angle of 90 degrees, from a distance of 10 feet, and using diffuse light (no direct sunlight).

- Hardware and components: A LIMITED FIVE YEAR WARRANTY applies to all hardware, with the exception of wear parts. Wear parts shall include but not be limited to door slide mechanisms, brushes, and sealings.

- Automation System: A LIMITED FIVE YEAR WARRANTY applies to the automation system, as long as the Buyer can provide proof that the inspections and maintenance procedures according to the SKY-Frame Guidelines, as defined below, have been conducted by authorized and qualified personnel.

SKY-FRAME's guidelines ("SKY-FRAME's Guidelines") include but are not limited to information contained in technical specifications, user manuals and service communications.

WHAT IS NOT COVERED BY THIS WARRANTY?

This Limited Warranty does not apply: (a) to cosmetic damage, including but not limited to minor scratches or dents, normal distortion or discoloration, roller wave distortion, anisotropy or interference phenomenon; (b) to condensation caused by high humidity and to insulation glass effects caused by change in temperature and atmospheric pressure; (c) to spontaneous glass breakage; (d) to damage caused by accident, abuse, misuse, fire, earthquake, structural loads or other external cause; (e) to damage caused by operating the SKY-FRAME Product outside SKY-FRAME's Guidelines; (f) to Products that have been sold, installed or serviced by anyone who is not authorized and qualified personnel; (g) to faulty installation including but not limited to mounting that does not conform to relevant federal, state or local codes and ordinances, good industry practices, or to current applicable diagrams, technical bulletins, or written installation instructions provided by SKY-FRAME; (h) to third party components, materials and labor used in the course of the installation of SKY-FRAME's products, including but not limited to caulking materials, screws, insulation and finish trim; (i) to damages or other adverse consequences that result from accepting or following in whole or part verbal or written advice or consultation from any third party concerning aspects of the installation, storage, use, maintenance, or repair of SKY-FRAME Products. In such event, exclusion or termination of relief under this warranty shall also apply to claims for faulty design or faulty planning; (j) to a SKY-FRAME Product that has been modified to alter functionality or capability without the written permission of SKY-FRAME; (k) to defects caused by normal wear and tear or otherwise due to the normal aging of the SKY-FRAME Product; (l) to Products that have not been maintained according to the specifications set forth in the SKY-FRAME Guidelines; (m) damage caused by use of chemicals that are not compliant with the SKY-Frame Guidelines regarding chemicals.

WARRANTY LIMITATIONS

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. SKY-FRAME DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, SKY-FRAME LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT SKY-FRAME'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

WHAT WILL SKY-FRAME DO IN THE EVENT THE WARRANTY IS BREACHED?

If during the Warranty Period you submit a valid claim to SKY-FRAME and fulfill your obligations under this Limited Warranty, SKY-FRAME will, at its option and within a reasonable time, (i) repair the SKY-FRAME Product without charge, (ii) ship replacement parts to the Buyer FCA (free carrier, pursuant Incoterms 2010), or (iii) exchange the SKY-FRAME Product for a refund of the Buyer's purchase price.

SKY-FRAME SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL COSTS ASSOCIATED WITH THE REPAIR OR REPLACEMENT OF ITS PRODUCTS, IN PARTICULAR BUT NOT LIMITED TO TRANSPORTATION, LABOR, TRAVEL EXPENSES, SCAFFOLDING, CRANE ETC. UNLESS SKY-FRAME GIVES ITS PRIOR WRITTEN CONSENT TO THE PAYMENT OF SUCH CHARGES.

When a SKY-FRAME Product or part is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes SKY-FRAME's property.

HOW TO OBTAIN WARRANTY SERVICE?

Any warranty claims shall be submitted in writing within five days after discovery, and such claim shall include the SKY-FRAME invoice number. Please contact a SKY-FRAME representative or use the information provided below. A SKY-FRAME representative will help determine whether your SKY-FRAME Product requires service and, if it does, will inform you how SKY-FRAME will provide it. Before receiving warranty service, SKY-FRAME or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow SKY-FRAME's procedures for obtaining warranty service. Please contact us at:

info@sky-frame.com

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LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SKY-FRAME IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY. UNDER NO CIRCUMSTANCES SHALL SKY-FRAME'S LIABILITY ARISING FROM OR RELATING TO THE PURCHASE OF THIS PRODUCT EXCEED, IN THE AGGREGATE, THE PURCHASE PRICE FOR THE GOODS ORDERED HEREUNDER.

THE FOREGOING LIMITATION SHALL NOT APPLY TO ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS.

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.

GENERAL

No SKY-FRAME reseller, agent, or employee is authorized to make any modification, extension, or addition to this Limited Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of California.