

## FAKRO America L.L.C. – Attic Stairs Limited Warranty

This LIMITED WARRANTY is provided by FAKRO America, L.L.C., and extends to the retail purchaser and all transferees of the retail purchaser (hereinafter "end user") of FAKRO Attic Ladders.

FAKRO America L.L.C. offers 2 year warranty for the product from the date of purchase (1 year for all OLN and OWM attic ladder models).

During the warranty period, FAKRO ensures the product will be free from any defects in material and workmanship, as well as the durability of wooden elements, proper functioning of the opening and closing mechanisms.

## **GENERAL CONDITIONS AND EXCLUSIONS**

The Limited Warranty set forth in this document is the only express warranty, and this writing is the final, complete and exclusive expression of all express warranties applicable to FAKRO products. Any statement of FAKRO's agent or any other person that purports to differ from, modify or expand this Limited Warranty shall have be of no effect. All warranty claims must be made during the applicable warranty period.

FAKRO excludes and will not pay for incidental or consequential damages and its liability will in all instances be limited to repair or replacement of the defective product. Some States do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

The warranty does not cover any labor cost associated with the installation of replacement products or components if FAKRO chooses not to repair the product. The providing of replacement products or components shall not extend the original warranty period. FAKRO reserves the right to provide a similar replacement product or component if the original version is no longer available at the time of the claim.

No warranty will apply to any product that is not finished, installed, maintained and operated in accordance with FAKRO instructions.

Some states do not allow the exclusion or limitation of accidental or consequential damages or limitation of the duration of implied warranties, so the above limitations or exclusions may not apply to you.

# THIS WARRANTY IS ONLY APPLICABLE TO PRODUCTS SOLD AND INSTALLED WITHIN THE UNITED STATES OF AMERICA, AND CANADA.

## What is Not Covered by this Limited Warranty

This warranty does not cover, and we will not provide repair, replacement or refund for any of the following:

- Product failure or damage due to improper installation
- Adjustments or corrections due to improper installation
- Failure due to product modifications
- Units improperly assembled and/or improperly installed by others

Damage caused by the following:

- Improper installation, use or maintenance
- Exposure to conditions beyond published performance specifications
- Damage that occurs during delivery by others
- · Damage caused by accidents or act of God
- Damage as a result of normal wear and tear

Additional Exclusions and Limitations:

The following items are also excluded from this warranty:

- Labor and other cost related to the removal and disposal of defective product
- Labor and materials related to trim or other carpentry work that may be required
- Products not manufactured by FAKRO
- Service trips to provide instruction on product use
- · Shipping costs for replacement products

## **WARRANTY CLAIM PROCEDURE**

In order to obtain the benefits of this warranty, you must give us notice of the defective product, within a reasonable time after you discover or reasonably should discover the defect, and in all cases within the warranty periods set forth above. Your claim must be made to FAKRO America L.L.C., 311 West Laura Drive, Addison, Illinois 60101, tel: (630) 543 1010.

You must include with your claim, the following information:

- description of the product such as size and type of the product
- a description of the defect
- your name and address (with zip/postal code) where the product is installed, and phone number(s).

For a period of thirty days after submitting your claim, you agree to allow FAKRO reasonable access to the product for the purpose of inspection and evaluation of your claim. Within sixty days following the date of your claim, FAKRO will advise you of whether it is accepting or rejecting your claim under this Warranty. If the claim is accepted, FAKRO will provide repair or replacement under the terms of this Limited Warranty within sixty days following acceptance of the claim.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. YOU HAVE THE RIGHT TO SEEK A REMEDY IN COURT IF YOU BELIEVE FAKRO HAS BREACHED ITS OBLIGATIONS UNDER THIS WARRANTY.