

NOTICE TO BIDDERS

The Village of Glendale Heights is now accepting sealed bid proposals for the 2023 Waste Water Treatment Facility - Roof Replacement Program

Time and Place of Opening Bids

Notice is hereby given that the Village of Glendale Heights, Illinois, will receive sealed bids at the Village Hall, 300 Civic Center Plaza, Glendale Heights, Illinois until **June 1, 2023 by not later than 11:00 a.m.** local time for the Roof Replacement Program at which time bids will be publicly opened and read aloud. Bid proposals for this project will be considered not only on the basis of cost, but also on past performance, experience and ability to perform the work. The Village of Glendale Heights reserves the right to accept the proposal deemed to be in its own best interest based on all of the above considerations.

Description of Work

The Roof Replacement Program Scope of work will include identified roof sections at The Waste Water Treatment Facility.

1401 Wayne Street, Glendale Heights, Illinois 60139

Roof Section C: Approximate Roof area: 1,220 Square Feet

Roof Section E: Approximate Roof area: 860 Square Feet

Roof Section 1: Approximate Roof area: 1,224 Square Feet

Roof Section 2: Approximate Roof area: 2,215 Square Feet

Roof Section 3: Approximate Roof area: 1,990 Square Feet

Roof Section 4: Approximate Roof area: 1,652 Square Feet

Roof Section 5: Approximate Roof area: 1,921 Square Feet

Roof Section 6: Approximate Roof area: 699 Square Feet

MANDATORY Pre-Bid Meeting

A MANDATORY Pre-Bid Meeting has been scheduled on, May 18, 2023 at 11:30 a.m. at the project site of 1401 Wayne Avenue, Glendale Heights, IL. Failure to attend this meeting will disqualify your firm from being considered for this project.

Plans will be available for download through BHFx Plan Room, Warrenville, Illinois.

Contract Documents

Bidders are responsible for obtaining bid documents from BHFx Digital Imaging, in one of two ways.

Downloadable: The bidding documents can be downloaded through BHFx via the Planroom Website at www.bhfxplanroom.com for a non refundable fee. A login will be required for each Planholder.

Printed Bidding Documents: Contact BHFx for each set of documents requested. Additional shipping charges will apply for hard copy documents. Additional shipping charges will apply for hard copy documents.

Viewing procurement and Contracting Documents: Examine or obtain at the locations below:

BHFX Digital Imaging
30W250 Butterfield Road
Warrenville, IL 60555
Phone: 630-393-0777
Web: WWW.BHFXPLANROOM.COM

Contractor must purchase bid documents and be shown on the Bidders Planholder List in order to bid.

All proposals must be submitted on the forms provided and in compliance with the instructions to Bidders. Submission of a bid shall be conclusive assurance and warranty that the Bidder has examined the plans, the site of the work and the local conditions affecting the contract and understands all of the requirements for performance of the work. The Bidder will be responsible for all errors in its proposal resulting from failure or neglect to complete an in-depth examination. The Village of Glendale Heights will in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder. The bidder shall not take advantage of any errors or omission in the plan or proposal.

Bid Security

All bid proposals must be accompanied by a bid bond to the Village of Glendale Heights for five (5) percent of the amount of the bid as provided in the General Provisions. No proposals or bids will be considered unless accompanied by such bond.

Performance Bond

The successful Bidder for the construction of the improvements will be required to enter into Performance and Labor and Material Payment bonds equal to 100% of the amount of the bid with sureties to be approved by the President and Village Board

Compliance

Work performed under this contract shall be in accordance with Illinois Prevailing Wage Act (Illinois Compiled Statutes, Ch. 820, Act 130, Sections 1-12), Employment of Illinois Workers on Public Works Act (Illinois Compiled Statutes, Ch. 30, Act 570, Sections 1-7), Drug Free Workplace Act (Illinois Compiled Statutes, Ch. 30, Act 580, Sections 1-11).

The Village of Glendale Heights reserves the right to reject any or all bids and to waive any informality in the bidding.



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Date: May 12, 2023

Projects: Village of Glendale Heights

Location(s):

- 1) RHS Building – Roof Section 3
1401 Wayne Road
Glendale Heights, IL 60139

Low Slope Roof Replacement – Roof Section 3

Attn.: All Bidders

Addendum No. 1

Skylight Replacement - Roof Replacement Project:

Page 18: The specifications indicate the following; **Skylights – Roof Section 3:** Install **two** new Velux CG2 4949 (match existing size) Acrylic Double Dome Curb Mounted Skylights installed at existing skylight curb locations.

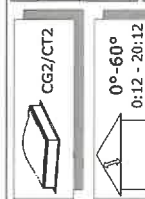
There are **three (3) skylights** on this roof section which require replacement with new Velux CG2 4949 (match existing size) Acrylic Double Dome Curb Mounted Skylights. *The Contractor shall include the cost of removal and replacement of three (3) skylights in their Base Bid.*

The Contractor will be required to include a copy of this Addendum No. 1 and with your Bid Submittal. Failure to include this Addendum No. 1 with your bid may be cause for rejection of the entire bid.

Please sign and date the Addendum and include a copy of the entire Addendum attached to the original Contractor's Bid Form distributed at the Pre-Bid Meeting.

Received by;

Contractor Business Name	Contractors Signature	Date
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Special Sizes (available in 1/4" increments)
Minimum size: 14"x14" (inside curb) All Dome Types
Maximum size: 60"x96" (inside curb) All Dome Types with the exception of Polycarbonate Prismatic Domes, which are 54.5"x96" (inside curb)

Double Dome Options
Material:
● IMA ● LuxGuard Polycarbonate ● Acrylic
● LuxGuard Plus Polycarbonate

Outer Dome:
● Smooth Clear
● Smooth White
● Smooth Bronze (Acrylic)

Inner Dome:
● Prismatic White
● Prismatic Clear
● Smooth White
● Smooth Clear

Frame Finish Options
● Mill Finish (CT2)
● Neutral Gray Powder Coat (CG2)

Curb Options
Standard Curb Types
● CC6 (Steel, Double Wall Insulated, 18 Ga. & 14 Ga.)
● CC6E (Steel, Single Wall Un-insulated, 18 Ga. & 14 Ga.)
● CC6M (Aluminum, Double Wall Insulated)
● CC6N (Aluminum, Single Wall Insulated)

Standard Curb Heights
● 9"
● 12"
● 15"
● 18" (Available for CC63 & CC6E Curb Types only)

Standard Curb Height
1 1/2"

Inside Curb Dimension
1 1/2"

Maximum Skylight Clearance

Typical Enlarged Detail

General Notes

VELUX
Sky-Global Product Management
1418 Evans Pond Road
Greenwood, SC 29649
1-800-88-VELUX
www.VELUXUSA.com

Exterior Dome

Interior Dome

Silicone

Double Sided Foam Tape

Black Santoprene Thermal Break and Condensation Gutter

Extruded Aluminum Frame, 6063-T5, 0.06" Typical Thickness, with Welded Corners. Frame Finish, See Note 4

#8 x 1 3/4" Steel non-corrosive Fasteners, By Others or Bulk Accessory from VELUX

Condensation Weep Holes at Corners

Standard Curb Height
1 1/2"

Inside Curb Dimension
1 1/2"

Maximum Skylight Clearance

Typical Cross Section

Outside Skylight Dimension

Inside Curb Dimension

Maximum Skylight Clearance

Standard Curb Height

Standard Curb Height

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VELUX is a registered trademark

VELUX LIMITED WARRANTY

Thank you for purchasing a VELUX America LLC ("VELUX") product. This LIMITED WARRANTY applies to the VELUX products detailed herein purchased on or after April 11, 2022 (the "Effective Date") from an authorized VELUX dealer and installed in the U.S.

Within the meaning of this LIMITED WARRANTY:

- "Covered Products" means the VELUX products identified in the table in section 1 below.
- "End-user" means the natural or legal person who owns the Covered Product and who has not acquired for the purpose of reselling or installing it in the course of business;
- "Labor costs" cover only labor costs for work related to the replacement of the Covered Product;
- "Leak" requires the penetration of water in liquid form through the Covered Product, or between the Covered Product and roof deck caused by the installation of the Covered Product in accordance with the relevant VELUX installation instructions. *Condensation on a Covered Product, which may occur as a natural result of humidity within a building or a variation between indoor and outdoor temperatures, is not a "leak," is not covered by this warranty and is specifically excluded.*

Please note that VELUX may, in its sole discretion, amend or revise this LIMITED WARRANTY, including the claims procedure, from time to time. Please go to www.veluxusa.com for the most updated information.

I. APPLICABLE LIMITED WARRANTIES

Subject to the terms, conditions and exclusions set forth herein, including section 3 below entitled "WHAT IS NOT COVERED", VELUX provides End-Users with a LIMITED WARRANTY with respect to the Covered Products as follows:

WHAT IS COVERED	LIMITED WARRANTY PERIOD
A. VELUX UNIT SKYLIGHTS, ROOF WINDOWS, MODULAR SKYLIGHTS (VMS), AND FLASHINGS	
i) The insulating glass within unit skylights (for models FS, VS, VSE, VSS, FCM, VCM, VCE, VCS, QPF, EF, EV, EVMS, QFT, and QVT) distributed by VELUX will not develop a material obstruction of vision as a result of dust or film formation on the internal glass surface caused by a failure of the hermetic seal except when failure of hermetic seal is due to breakage of cracking in the glass surface.	20 years
ii) VELUX roof windows, glass unit skylights, VMS, flat roof skylights (fixed base model CFP, hatch model CXP, and glass top cover), and flashings distributed by VELUX will be free from defects in material and workmanship.	10 years
iii) VELUX laminated glass unit skylight hail breakage (for models FS, VS, VSE, VSS, FCM, VCM, VCE, VCS, QPF, EF, EV, and EVMS): VELUX laminated glass unit skylights in double and triple panes will not crack or break because of hail. This LIMITED WARRANTY is applicable only if VELUX: (a) is able to verify that the laminated glass pane on any VELUX Unit Skylight subject to this LIMITED WARRANTY is cracked or broken as a result of hail, and (b) receives confirmation of the occurrence of hail from the National Weather Service for the appropriate location of original installation.	10 years
iv) VELUX Acrylic Unit Skylights distributed by VELUX will be free from defects in material and workmanship.	5 years
v) VELUX polycarbonate or acrylic top covers for flat roof skylights will be free from defects in material and workmanship.	5 years
B. SUN TUNNEL® SKYLIGHTS	
i) For VELUX Sun Tunnel® Skylight rigid tunnel only: The reflection-enhanced material in the Sun Tunnel® Skylight shall be free from defects in material and workmanship and correspond to the agreed materials properties. The material under normal interior environmental conditions will not splinter, yellow, darken, peel-off, blister, crack, or develop any other surface deterioration reducing the reflectivity when used as instructed in the relevant VELUX product instructions.	20 years
ii) VELUX Sun Tunnel® Skylights distributed by VELUX will be free from defects in material and workmanship.	10 years

iii) VELUX Sun Tunnel® Skylight acrylic dome yellowing: The yellowness index ("YI") on clear acrylic Sun Tunnel® Skylight domes shall be less than 4.0 for a period of (5) five years from the date of purchase and less than 10.0 for a period of (10) ten years from the date of purchase as measured with a HunterLab's spectroradiometer according to ASTM D 1925.	5 years (YI<4.0) 10 years (YI<10.0)
iv) VELUX Sun Tunnel® Skylight polycarbonate dome yellowing: The yellowness index ("YI") on clear polycarbonate Sun Tunnel® Skylight domes shall be less than 4.0 for a period of (5) five years from the date of purchase as measured with a HunterLab's spectroradiometer according to ASTM D 1925.	5 years (YI<4.0)
C. ELECTRICAL / SOLAR CONTROL SYSTEMS, SKYLIGHT / ROOF WINDOW / VMS / SUN TUNNEL ACCESSORIES AND SUNSCREENING ACCESSORIES	
i) VELUX controls (skylight manual operators, skylight solar and electric-motorized operators, rain sensors, remote controls, photovoltaic panels, manual operator handles and rods, electric control systems, power supplies, electronic accessories, and VELUX Modular Skylight control systems) will be free from defects in material and workmanship.	5 years
ii) VELUX skylight accessories and Sun Tunnel® Skylight accessories (trim, blind adapter and bracket kits, accessory tray, external safety cage, internal safety screen accessory, internal security bars accessory, curb extension ventilation, diffusers, daylight controller, electrically powered light kits, energy kits, and diffusion enhancer) will be free from defects in material and workmanship.	5 years
iii) VELUX blinds (venetian blinds, light-filtering blinds, blackout blinds, single-pleated blinds, double-pleated blinds, and VELUX Modular Skylight blinds) will be free from defects in material and workmanship.	5 years
D. VELUX COMMERCIAL PRODUCTS	
i) VELUX Polycarbonate Unit Skylights (excluding model CDS): VELUX Polycarbonate Skylights will be free from defects in material, workmanship, and that no water will leak through the installed VELUX Polycarbonate Skylight, which includes coverage against cracking or crazing of the polycarbonate material that would result in a water leak	15 years
ii) VELUX Polycarbonate Unit Skylights glazing material: VELUX Polycarbonate Unit Skylights will not crack or break due to hail. This LIMITED WARRANTY is applicable only if VELUX: (a) is able to verify that the VELUX Polycarbonate Skylight subject to this LIMITED WARRANTY is cracked or broken as a result of hail, and (b) receives confirmation of the occurrence of hail from the National Weather Service for the appropriate location of original installation.	15 years
iii) VELUX Acrylic and Polycarbonate Unit Skylights with mill finish metal skylight frames: VELUX Acrylic and Polycarbonate Skylights will be free of any manufacturers defect or deterioration of the mill finish aluminum metal frames.	15 years
iv) VELUX mechanical smoke vents (for models ULSV2DCM and ULSVDCM) will be free from defects in material and workmanship	10 years
v) VELUX Acrylic and Polycarbonate Unit Skylights dome yellowing: The yellowness index ("YI") on clear acrylic and polycarbonate skylight domes shall be less than 4.0 for a period of (5) five years from the date of purchase and less than 10.0 for a period of (10) ten years from the date of purchase as measured with a HunterLab's spectroradiometer according to ASTM D 1925.	5 years (YI<4.0) 10 years (YI<10.0)
vi) VELUX metal-framed skylight systems (Classics and Pinnacles) with glass will be free from defects in material and workmanship, excluding finish.	10 years
vii) VELUX metal-framed skylight systems (Classics and Pinnacles) with translucent glazing, continuous vaults, translucent wall systems, canopies, cluster and extruded gutter systems, and low profile systems will be free from defects in material and workmanship.	5 years

viii) VELUX Acrylic Unit Skylights, Circular Skylights, VELUX Polycarbonate Unit Skylight model CDS distributed by VELUX will be free from defects in material and workmanship.	5 years
ix) VELUX aluminum curbs will be free from defects in material and workmanship	5 years
x) VELUX shrink out smoke vents will be free from defects in material and workmanship	5 years
xi) VELUX supplied steel curbs will be free from defects in material and workmanship	1 year
xii) Finish on VELUX metal-framed skylight systems, continuous vaults, translucent wall systems, canopies, cluster and extruded gutter systems, low profile systems, aluminum curbs, SkyMax model GSM skylights, and commercial dome unit skylights	Anodized 5 years 2604 Powder (Polyester) 10 years 2605 Liquid (PVDF) 10 years 2605 Powder (FEVE) 20 years
WHAT IS COVERED	LIMITED WARRANTY PERIOD
E. OTHER (RESIDENTIAL OR COMMERCIAL) PRODUCTS / COMPONENTS SUPPLIED BY VELUX NOT LISTED UNDER THE ABOVE COVERED PRODUCTS	
i) Other products / components	90 days
F. REPLACEMENT PRODUCTS / COMPONENTS SUPPLIED BY VELUX	
i) Such replacement products and components will be free from defects in material and workmanship	90 days
G. NO LEAK INSTALLATION	
i) VELUX A21 series deck-mounted skylights and related flashings installation will not leak (for skylight models FS, VS, VSE, and VSS and flashing models EDL, EDW, EDM, EKL, and EKW): No water will leak through the installed Covered Product or between the installed Covered Product and roof deck provided the Covered Product is the original installation on residential buildings with one layer of properly installed roofing material and is installed strictly in accordance with VELUX deck-mounted skylights and related flashing instructions.	10 years
ii) VELUX A21 series curb mounted skylights and related flashings installation will not leak (for skylight models FCM, VCM, VCE and VCS and flashing models ECL and ECW): No water will leak through the installed Covered Product or between the installed Covered Product and roof deck provided the Covered Product is the original installation on residential buildings with one layer of properly installed roofing material and is installed strictly in accordance with VELUX curb-mounted skylights and related flashing instructions.	10 years
iii) VELUX models TZR, TZRL and TZRQ Sun Tunnels and related flashings (models ECL and ECW) installation will not leak: No water will leak through the installed Covered Product or between the installed Covered Product and roof deck provided the Covered Product is the original installation on residential buildings with one layer of properly installed roofing material and is installed strictly in accordance with VELUX Sun Tunnel models TZR/TZRL/TZRQ and related flashing installation instructions.	10 years

2. STARTING POINT OF LIMITED WARRANTY PERIODS

The applicable LIMITED WARRANTY PERIOD for each Covered Product begins from the date the Covered Product is purchased, which at the request of VELUX must be substantiated with the original invoice or sales receipt, and expires at the end of the period indicated in the above table for the Covered Product in relation to which a warranty claim is filed.

If the purchase date cannot be substantiated, the LIMITED WARRANTY PERIOD shall be deemed to have begun on the date of manufacture as indicated on each Covered Product.

3. WHAT IS NOT COVERED

3.1. GENERAL EXCLUSIONS (FOR ALL APPLICABLE LIMITED WARRANTIES)

- 3.1.1. Unless otherwise stated, this LIMITED WARRANTY covers only defects which arise from the product's manufacture including in any materials used in its manufacture. Other types of defects concerning Covered Products are not covered by this LIMITED WARRANTY and are specifically excluded

- 3.1.2. This LIMITED WARRANTY will only apply if the Covered Product is finished, installed, operated and maintained strictly in accordance with VELUX instructions or instructions from other manufacturers furnished with the Covered Product. Without limiting the generality of the foregoing, claims under this LIMITED WARRANTY will not be accepted where a defect has resulted directly or indirectly from (a) the product's installation, including (but not limited to) installation carried out contrary to VELUX installation instructions or contrary to good workmanship standards, (b) installation of the product outside of recommended locations and/or conditions, (c) any use contrary to standard operation, (d) normal wear and tear, (e) use of incompatible replacement products or components or accessories (e.g. power supply), (f) transportation of acrylic and polycarbonate unit skylights, (g) any form of inappropriate or insufficient handling or storage, (h) product modification or the addition of non-approved replacement products or components, or (i) other factors which are other than those relating to the product's manufacture or the materials used in manufacture. In addition, this LIMITED WARRANTY will not apply to any defects which result directly or indirectly from neglect including, but not limited to, where there has been a failure to maintain and/or service, or due to neglect in maintenance of the product as described in the user/maintenance instructions or directions for use, or where the defect could have been prevented through maintenance as described in the user/maintenance instructions or directions for use. All such instructions or directions for use may be obtained from VELUX or may be downloaded from velux.com or veluxusa.com.
- 3.1.3. Normal aging of the surfaces resulting from weathering or effects caused by atmospheric, or environmental conditions, or corrosive substances including, but not limited to, those found in cleaning agents that may cause physical reaction with the components of the skylight are not covered by this warranty.
- 3.1.4. Condensation on Covered Products and any related water damage which may occur as a natural result of humidity inside or outside a building or a variation between indoor/outdoor temperatures is not a defect and will not be covered by this LIMITED WARRANTY.
- 3.1.5. Glass corrosion as a result of standing water and debris on glass are not covered by this LIMITED WARRANTY.
- 3.1.6. This LIMITED WARRANTY does not cover claims related to: problems (which include, without limitation, product damage, malfunction, reduced or restricted function and water leakage) resulting from accidents, including but not limited to accidental glass breakage, dome breakage or crazing; problems resulting from blocking or the like due to ice, snow, twigs, etc., including without limitation water penetration from ice damming, and not resulting from a defect in a Covered Product; faulty building construction or design; building movement including movement in adjoining constructions; acts of nature/God; weight or vibration; applications in areas of high or excessive interior humidity or areas without proper or adequate ventilation or humidity control; products being subjected to conditions outside their design limitations; variations in glass or plastic coloration, damage or other problems caused by adverse conditions such as corrosive environmental factors including acid rain; variations in wood grain or color; and wood rot due to improper maintenance or installation.
- 3.1.7. This LIMITED WARRANTY does not cover, and specifically excludes, any leaks to a Covered Product due to any of the following: re-roofing without re-wrapping using VELUX adhesive skylight underlayment and VELUX approved and related flashing, a venting Covered Product left open during rain or other forms of precipitation, moisture penetration at seams in the roof deck, incorrect installation of the product, rough opening sizes other than those called out in VELUX installation instructions, improper maintenance of the product or installation, accidents including but not limited to accidental glass breakage, abuse, misuse, faulty building construction or design, acts of nature/ God, products subject to conditions outside their design limitations, corrosive environmental factors including acid rain, or any other factor unrelated to the original installation of the Covered Product.
- 3.1.8. This LIMITED WARRANTY does not cover claims related to extreme weather conditions, lightning or severe hail. In cases of extreme snow or large roof areas above the skylight, a water diverter should be considered. A water diverter is required for roof pitches from 45° to 60° utilizing ECL flashings. Refer to related skylight and flashing instruction manuals for proper installation. In case of flood and water overflowing the roof or skylight, this is considered acts of nature/God and is not covered by this LIMITED WARRANTY.
- 3.1.9. Custom painted glass unit skylights, roof windows, VMS, sun tunnel skylights and flashings are not covered by this LIMITED WARRANTY.
- 3.1.10. VELUX does not warrant that operation of product software will be error-free or uninterrupted, that defects in software will be corrected or that software will be compatible with future VELUX products or VELUX software.
- 3.1.11. This LIMITED WARRANTY also does not cover claims relating to the following:
- Minor imperfections in glass or plastic components that do not affect the product in performance or obscure vision
 - Minor variations in glass or plastic coloration
 - Discoloration of parts that are not visible by general use;

- d. Any change of color and fading irrespective of these being caused by sun/condensation/acid rain/salty splashes or any other conditions with corroding or material changing effect;
- e. Any other cosmetic conditions, such as for example hanging fabric or Venetian blind slats, or changes in the sealant of the pane;
- f. Knots in the wood;
- g. Inevitable and/or expected reduction of the efficiency of the product, including technical values/specifications as well as general efficiency tolerances;
- h. Variations that occur naturally in the materials used, such as wood grain;
- i. Imperfections including color variations, shadows or marks etc. in the glass, which were present at the time of delivery or have arisen within the LIMITED WARRANTY PERIOD, and which do not impair the view appreciably;
- j. Corrosion due to caustic environments such as industrial and household chemicals
- k. Exposure to processing after delivery e.g. sanding, sand blasting, etching, pasting or other surface treatment;
- l. Any water penetration through ventilation openings in VELUX curbs;
- m. Corrosion in electronic devices caused by adverse conditions such as corrosive environmental factors;
- n. Claims in regard to insulated glass units where any film has been applied to the glass surface, and
- o. **Any other conditions similar to the above or any of the other conditions described in this section 3, irrespective of these being characterized as defects.**

3.2. SPECIFIC EXCLUSIONS

- 3.2.1. The LIMITED WARRANTY on insulated glass is void if any film is applied to the glass surface.
- 3.2.2. The LIMITED WARRANTY for FS, VS, VSE, VSS, FCM, VCM, VCE and VCS will be void if adhesive or sealants are applied to the skylight as part of installation.
- 3.2.3. The LIMITED WARRANTY on VELUX laminated glass double and triple pane unit skylights excludes the following: (1) re-installation labor or other consequential damages, and (2) dents, cosmetic, superficial or other damages that do not inhibit the reasonable operation or serviceability of the skylight in which the VELUX laminated glass is installed. Such LIMITED WARRANTY applies solely to cracks or breaks to the VELUX laminated glass only specifically caused by hail and not by any other cause of damage to the glass or skylight as verified by VELUX.
- 3.2.4. The LIMITED WARRANTY on VELUX Acrylic and Polycarbonate Skylights dome yellowing applies only to unit skylights with integral domes or pyramids and Sun Tunnel skylights, and only to such models' skylight domes that have been exposed to ultraviolet rays in normal interior and exterior applications, which shall exclude extreme weather conditions.
- 3.2.5. The LIMITED WARRANTY on VELUX Polycarbonate Unit Skylights excludes VELUX model CDS unit skylights. In no event shall VELUX be liable if the source of the leakage of water is determined to have entered through the interface of the curb to the roof or flashing details of the curb. Curbs must be flashed according to roofing material manufacturers specifications. In no event shall VELUX be liable if the source of the leakage of water is determined to have entered through cracking or crazing of the polycarbonate material resulting from abuse, Acts of nature/God, misuse, faulty building construction or design, improper or insufficient handling, or ice damming not resulting from a defect in the VELUX product.
- 3.2.6. The LIMITED WARRANTY on VELUX Polycarbonate Unit Skylights Glazing material excludes the following: (1) Normal aging, discoloration or deterioration of the components resulting from weathering, pollution, dirt or effects caused by atmospheric or environmental conditions, (2) damages caused by hail stones measuring greater than 2" in diameter, (3) damages caused due to exposure to acid, or chemicals, or corrosive substances including, but not limited to, those found in cleaning agents that may cause physical reaction with the components of the skylight, (4) re-installation labor or other consequential damages, (5) dents, cosmetic, superficial or other damages that do not inhibit the reasonable operation or serviceability of the skylight in which the VELUX Polycarbonate Skylight Glazing material is installed, (6) transportation costs required to deliver a replacement product to the original point of purchase or the end-user. This limited hail breakage warranty applies solely to cracks or breaks to the VELUX Polycarbonate Skylight Glazing material only specifically caused by hail and not by any other cause of damage to the glazing material or skylight as verified by VELUX.
- 3.2.7. The LIMITED WARRANTY on VELUX Acrylic and Polycarbonate Skylights with mill finish metal skylight frames excludes the following: Normal aging of the metal surface resulting from weathering or effects caused by atmospheric, or environmental conditions, or corrosive materials.

- 3.2.8. The LIMITED WARRANTY on VELUX supplied steel curbs does not cover the following:
 - a. Normal aging, discoloration or deterioration of the components resulting from weathering, pollution, dirt or effects caused by atmospheric or environmental conditions.
 - b. Damages caused due to exposure to acid or corrosive materials including, but not limited to, those found in cleaning agents that may cause physical reaction with the components of the skylight.
- 3.2.9. FCM, VCM, and VCE are installed with site-built curbs, and need to be built and installed according to the VELUX curb-mounted skylight installation instructions. If these skylight curbs are not built according to our instructions, with an outside curb dimension matching the skylight, secured properly to the roof deck or curb, use of adhesive underlayment and the use of related VELUX flashings, this LIMITED WARRANTY will not cover such products.
- 3.2.10. The finish warranty for products with a 2605 powder (FEVE) finish installed within 2 miles of the seacoast is 10 years. The finish warranty for products with a 2604 (polyester powder coat) finish and installed within 2 miles of the seacoast does not include the finish coating being free of defects.

4. THIS LIMITED WARRANTY IS VOIDED IN THE EVENT OF UNAUTHORIZED REPAIRS

DO NOT attempt to repair or replace the product without first contacting VELUX and obtaining written authorization from VELUX. VELUX shall not be responsible for any damages to persons or properties, including the product itself, caused by any unauthorized attempt to repair or replace the product.

Furthermore, VELUX may, at its option, refuse to provide any or all remedies under this LIMITED WARRANTY if any unauthorized attempt to repair or replace a VELUX product causes further damages or alters the product or the way the product was originally installed.

5. APPLICATION TO REPAIRED OR REPLACEMENT PRODUCTS

THE ORIGINAL LIMITED WARRANTY PERIOD SHALL NOT BE EXTENDED: Where under this LIMITED WARRANTY, VELUX has undertaken a repair or replacement of a Covered Product, the original LIMITED WARRANTY PERIOD applicable to that product shall continue to apply and shall not be extended.

6. REMEDIES

If you are eligible to benefit from this LIMITED WARRANTY and make a valid claim in accordance with the same, VELUX will, in its sole and absolute discretion, undertake one of the following: (1) repair the defective Covered Product, free of charge for material or labor costs, at the original point of purchase, at the VELUX location nearest to the place of installation or the End-User, or at the End-User's location, as determined by VELUX; (2) provide a replacement for the defective Covered Product free of charge to the VELUX location nearest to the place of installation or the End-User, or to the End-User's location, as determined by VELUX; (3) refund to the End-User the original purchase price for the defected Covered Product as paid by the End-User; or (4) undertake such other measures as relevant to the defective Covered Product in question.

Please note that the following exceptions apply:

- Labor costs associated with the replacement of any VELUX product are not covered under the LIMITED WARRANTY as detailed in Section 1 A through E above..
- Reinstallation cost of one (1) Covered Product shall not exceed \$1,000.00 under the LIMITED WARRANTY Section 1 F (no leak installation) detailed above.

This LIMITED WARRANTY does not include any costs and expenses resulting from the dismantling and/or reinstallation of a VELUX product.

If, at the time of repair or replacement the VELUX product is no longer in production or is no longer made in the same version (form, color, covering, finish etc.), VELUX may repair or replace it with a similar VELUX product in its sole and exclusive discretion.

7. COSTS BORNE BY THE END-USER

7.1. CERTAIN MATERIAL, LABOR, EQUIPMENT AND SHIPPING COSTS

All costs and expenses resulting from the replacement of a Covered Product, shall be borne by the End-User and will not be covered under this LIMITED WARRANTY.

This LIMITED WARRANTY also does not cover the cost of specialty equipment, such as cranes, boom trucks, platforms or lifts, required to install or service a replacement product.

Shipping for a replacement product or component under warranty is free only within the continental U.S.

7.2. IF LIMITED WARRANTY IS VOIDED OR OTHERWISE NOT APPLICABLE
VELUX shall have the right to assess the End-User for the costs of service visits if the End-User's product or claim is found not to be covered or valid under this LIMITED WARRANTY.

In addition, the End-User shall pay any costs, including labor costs, incurred for the examination of the VELUX product.

8. RIGHT TO REQUEST HANDING OVER OF DEFECTIVE PRODUCT

VELUX shall have the right to request that the defective product be handed over to VELUX and returned, at the cost of the End-User, to a VELUX location, or picked up by VELUX at the location of the End-User, as determined by VELUX.

9. END-USER'S OBLIGATION TO MITIGATE DAMAGES

The End-User is responsible for mitigating and minimizing water damage or any other damage that any Covered Product may cause, including all costs and expenses associated with covering with a tarpaulin.

10. EXCLUSION OF DAMAGES / LIMITATION OF LIABILITY

IN NO EVENT SHALL VELUX BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES. IN THE EVENT THAT VELUX CANNOT REPLACE OR REPAIR A VELUX PRODUCT COVERED BY THIS WARRANTY WITHIN A REASONABLE TIME, THE END-USER'S EXCLUSIVE REMEDY IS A FULL REFUND OF THE ORIGINAL PURCHASE PRICE OF THE RELEVANT VELUX PRODUCT PAID BY THE END-USER.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

11. DISCLAIMER OF ALL OTHER WARRANTIES

THIS LIMITED WARRANTY PROVIDES THE EXCLUSIVE REMEDIES WITH RESPECT TO THE COVERED PRODUCTS ONLY AND IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE EXPRESS CONTENT OF THIS LIMITED WARRANTY, VELUX PROVIDES NO OTHER WARRANTIES WITH RESPECT TO THE COVERED PRODUCTS AND ALL OTHER WARRANTIES WITH RESPECT TO THE SAME ARE HEREBY DISCLAIMED, UNLESS PROHIBITED BY APPLICABLE LAW.

THIS LIMITED WARRANTY IS A FULLY INTEGRATED DOCUMENT. ANY ALTERATION OR ADDITION TO THIS LIMITED WARRANTY MUST BE IN WRITING, REFER SPECIFICALLY TO THIS LIMITED WARRANTY, AND MUST BE MADE BY AN AUTHORIZED OFFICER OF VELUX. NO DISTRIBUTOR OR DEALER OF VELUX PRODUCTS AND NO REPRESENTATIVE OR EMPLOYEE, OTHER THAN AN OFFICER OF VELUX, HAS THE AUTHORITY TO MAKE ANY ALTERATION OR ADDITION TO THIS LIMITED WARRANTY OR TO PROVIDE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, THAT IS BINDING ON VELUX.

12. OTHER RIGHTS

This LIMITED WARRANTY gives you specific, limited rights regarding the Covered Products. In addition to this, an End-User may have other rights, which may vary depending on the jurisdiction and applicable law. Guidance about any such other rights, if any, may be obtained from VELUX, the seller or other suitable adviser.

13. SERVICE VISITS IN CASE OF NON-COVERAGE UNDER THE LIMITED WARRANTY

VELUX shall have the right to claim compensation for the costs of service visits if the end-user's claim is not covered by this LIMITED WARRANTY. In addition, the end user shall pay any costs, including labor costs, incurred for the examination of the VELUX product, as well as any costs in connection with dismantling and re-installing the VELUX product and the protection of the VELUX product and the building with tarpaulins etc.

14. PROCEDURE FOR BENEFITING FROM THIS LIMITED WARRANTY

Whether or not you make a claim under this LIMITED WARRANTY, if you have concerns in regard to your VELUX product or its installation, please contact VELUX customer service department directly as specified below. VELUX will seek to provide the best response and service possible.

Trained customer service team members are available to talk over on the phone any concerns you may have and which may then resolve matters in a way without the necessity of having to access your home or other location for an on-site visit.

VELUX America LLC
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Email address: velux.solutions@velux.com
Website: www.veluxusa.com/help/contact-us