

Limited Installation Warranty & Payment Terms for NW Natural Lighting and/or NNL Precision Railing (NWNL) Products

1. Scope of Installation Warranty

NWNL warrants that the NWNL Product(s) was/were installed using accepted installation methods by a person qualified to do such work, in accordance with Manufacturer's installation instructions. NWNL warrants the installation for a period of two (2) years from the date of completed installation for all Solatube and Outdoor Elements and Louvered Pergola products, or one (1) year for all other manufacturer products, which will include payment in full as noted on the final invoice (referred to as 'Warranty Period'). In the event that defects occur, the Purchaser will notify NWNL within the parameters of this warranty, so that any such defects may be rectified in a manner decided at NWNL's discretion at no expense to the customer, in a timely and genuine manner. For Outdoor Elements and Louvered Pergola Products, please ask for the relevant documentation.

2. NWNL's Responsibility under Manufacturer's Warranty

NWNL does not directly warrant products, parts, or components sold concurrently with installed items. All installed products of NWNL are warranted by the manufacturer and are dependent upon manufacturer exclusions (NWNL will provide copies of such warranties upon request). In the event of manufacturer defect or failure within the terms of the manufacturer's product warranty, the purchaser will be responsible for seeking resolution. Please note that labor provided by NWNL on behalf of a manufacturer warranty will result in additional costs for any such labor.

3. Time for Filing a Warranty Claim

Any claims under this warranty must be submitted in writing and sent to NWNL by the purchaser no later than 30 days after learning of such defect or failure. Defects and/or failures reported after the close of the warranty period will not be considered. Failure to initiate any legal action, whether based on breach of contract, tort, warranty, or indemnification, within this specified timeframe will result in a waiver of such claims. Additionally, warranty work conducted by NWNL does not prolong the duration of the Warranty Period.

4. Warranty is Non-Transferable

This warranty is non-transferable from the Original Purchaser and cannot be reassigned by either party. This restriction encompasses not only the transfer of rights to enforce performance but also extends to the transfer of any claims or causes of action, including but not limited to breach of contract, breach of warranty, tort, and indemnification claims.

5. Exclusions

This warranty and all of NWNL's obligations stated herein shall not apply to:

- A. Any repairs or alterations made without the prior approval of NWNL;
- B. Any damage or malfunction resulting from abuse, misuse, improper cleaning, (to include, but is not limited to: localized heat application, building/component movement, framing member expansion/contraction, re-roofing/cleaning, replacement of doors, windows, deck surface, or any interventions by another company on the installed product;
- C. Any damage or malfunction resulting from corrosive atmospheric contaminants (such as: chemical fumes, pollution, salt, volcanic ash) or external factors including acts of nature;
- D. Any lack of or reduced function of solar-powered items due to lack of sunlight.

6. Purchaser's Duty of Proper Maintenance & Operation

It shall be the responsibility of the Purchaser to follow routine maintenance instructions. Copies of such will be provided by NWNL upon completion of product installation and/or upon Purchaser's request. Tasks that may include, but not be limited to, cleaning, lubricating, recaulking, or inspecting various components are the sole responsibility of the purchaser following initial installation. Failure to perform these routine maintenance tasks as advised by NWNL and the associated manufacturer shall result in the voiding of this warranty.

6. Disclaimer of Other Warranties

This warranty is made in lieu of all other warranties available under Washington or Federal Laws including any express or implied warranties of merchantability, habitability, and fitness.

7. Deposit Terms

Any deposits placed towards installation(s) are non-refundable.

8. Payment Processing Fees

Any credit card purchases shall be subject to an additional non-refundable 3% processing fee which shall be paid by the Purchaser. Payments made by check, ACH, or cash, shall not be subject to this fee.

9. NWNL Return Policy – Material-Only Purchases Not Installed

Uninstalled non-custom merchandise (such as Solatube DIY kits) may be returned within 30 days of purchase with a receipt, provided the materials are in new condition. Additionally, Solatube extensions can only be returned if the inner liner remains unremoved. All returns are subject to inspection. Please note that individual components of a DIY Kit purchase cannot be returned separately. Shipping costs are non-refundable.