

# DURARAIL™ COMMERCIAL WARRANTY

The Manufacturer warrants that under conditions of normal use its "Durarail™ Commercial Aluminum Railing and Fencing System" will be free from defects in the structure and welds for 20 (Twenty) years and the "Durarail" powder coated finish will not crack, peel, flake or blister for \_\_\_\_\_ years.

## DURARAIL™ TERMS, CONDITIONS AND LIMITATIONS

1. The Manufacturer's sole liability and the owner's only remedy should be as follows:
  - a. The Manufacturer, at its discretion, may choose either to repair or replace the defective part(s) of the railing. Due to normal aging and weathering of material, it may not be possible to perfectly match the colors of the old and new materials and therefore The Manufacturer is not responsible for color differences that may occur.
    - i. If a problem occurs within the first year from the date of purchase, the repair or replacement (at The Manufacturer's discretion) will include materials, labor and freight costs. The date of purchase to be verified by providing The Manufacturer with written proof such as Substantial Completion or Move-in Date.
    - ii. If a problem occurs after year one (1) and within ten (10) from the date of purchase, the repair or replacement will include materials and freight costs. If a problem occurs in the structure, after year ten (10) and within twenty (20) the repair or replacement will include the material only, FOB our warehouse.
2. This warranty does not cover damage due to; normal use or weathering (including, but not limited to, chalking, scratching or fading); corrosive atmospheric contaminants (e.g. chemical fumes or pollution); volcanic ash, salt water chalking or corrosion, lightning, windstorms, tornadoes, (or any other act of God); explosion, riots, civil disturbances, terrorism, war; misuse, abuse, or negligence; freight or transit.
3. This warranty does not include corrosion of screws and other fastening devices used in the assembly or installation of the railing.
4. Should there be a defect in the system which limits the use of the railings The Manufacturer will not be responsible for or liable for loss of use of the railing or any consequential costs. The Manufacturer's only liability is for the repair or replacement of the defective part of the railing.
5. The Manufacturer will not be responsible for labor and material cost other than the standard installation of the product. Examples of costs not included would be core drilling or disassembly or reassembly of any part of the product.
6. The Manufacturer will not be required to honor this warranty
  - a. if the railing installation has been modified, altered or changed in any way from the time of purchase or thereafter.
  - b. the product was not installed to the most current, published standards which are available from The Manufacturer.
  - c. if the product was not installed to the most current building code requirements. The Manufacturer is not responsible for knowing where the product will be installed, building code jurisdiction or for what specific end use.
  - d. a representative has not been given access to the property and opportunity to investigate any claim made.
  - e. all bills for installation supplies and services have not been paid in full. Proof of purchase and payment in full must be presented to obtain warranty coverage.
7. Any claim made under this warranty must be made within 30 days of the discovery of the problem. The claim must be made in writing to The Manufacturer or to the company responsible for the installation and must include a copy of the purchase contract.
8. To the extent allowed by the laws of each State or Province, the remedies provided under this warranty state the limits of The Manufacturer's responsibility. No representative has authority to make any representations other than those stated herein. Any and all disputes arising under the warranty whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the courts of each State or Province.
9. This warranty is for the exclusive benefit of the original purchaser and is not assignable or transferable.
10. Commercial, as referred to for this warranty, is defined as multi-family (anything more than duplex dwellings) and commercial projects, such as condominiums, town homes, apartments and other commercial locations. All other building types shall fall under a Residential Warranty.
11. It is the responsibility of the Owner to maintain the railing in accordance with the current Care & Cleaning Instructions on the reverse and as posted on the website at [www.durarail.com](http://www.durarail.com).
12. The warranty is offered by both The Manufacturer and the Installation Company. The Manufacturer is responsible for any materials related problems. The undersigned Installation Company is responsible for the workmanship and will facilitate any necessary repairs.
13. The Manufacturer and the Installation Company reserve the right to suspend their obligations under this warranty if all bills for installation supplies and services have not been paid in full.
14. The Installation Company guarantees that the work has been performed in accordance with the most current standards and specifications set out by The Manufacturer and is responsible for any workmanship related problems for a period of \_\_\_\_\_ years.
15. The Installation Company may offer an additional written warranty stating the scope of their responsibility.

Installation Company	Installation Company's Telephone
Installation Company's Address	Date of Installation
Building Owner's Name & Address	
Building Address (if different than above)	Signature – Installation Company Rep. Date