

# FAIRWAY

ARCHITECTURAL RAILING SOLUTIONS



## MANUFACTURER'S 15 YEAR LIMITED WARRANTY TERMS, CONDITIONS AND LIMITATIONS

1. The manufacturer's (FAIRWAY Architectural Railing Solutions (FAIRWAY®) ) sole liability and the owner's only remedy shall be as follows:
  - a. If a problem occurs, FAIRWAY, at its sole discretion, may elect either to repair or replace the defective part(s) of the railing or provide reimbursement limited to cost of materials at time of purchase. 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 FAIRWAY is not responsible for any color differences that may occur. FAIRWAY is not responsible for discontinuance of a color.
2. FAIRWAY warrants only those products manufactured and sold under A210 Aluminum, A310 Aluminum and S110 Steel. This Limited Warranty extends only to the original purchaser according to terms specified herein. FAIRWAY shall not be liable for and this warranty does not apply to any terms, failure, defect or damage resulting from or connected with the following:
  - a. Defects not caused by FAIRWAY (for example, but not limited to: accidents, misuse, improper applications or installations contrary to industry or A210 Aluminum, A310 Aluminum and S110 Steel standards).
  - b. Product that has been painted or had its surface treated or cleaned with an abrasive chemical or material.
  - c. Product subject to impact of foreign objects, tornado, hurricane, other violent storms, fire, air pollutants, normal weathering of surfaces, abnormal discoloration due to improper maintenance, or any other acts of God.
  - d. Improper installation of A210 Aluminum, A310 Aluminum and S110 Steel or defects caused by their installation.
  - e. A210 Aluminum, A310 Aluminum and S110 Steel Limited Warranty will not be applicable for products that are covered by a specific and separate warranty or duration.
  - f. Products sold, shipped or installed outside of the Continental United States shall have a limited duration of this coverage to 10 years from date of purchase.
3. This warranty does not include corrosion of screws and other fastening devices that may be used or required for specific application circumstances in the assembly or installation of the railing.
4. Should there be a defect in the system which limits the use of the railings FAIRWAY will not be responsible for or liable for loss of use of the railing or any consequential costs. FAIRWAY'S only liability is for the repair or replacement of the defective part of the railing.
5. FAIRWAY will not be responsible for labor and material cost including removal, disposal and re-installation of the warranted material.



6. FAIRWAY will not be liable for and this warranty does not apply to any terms, failure, defect or damage resulting from or connected with the following:
- If the railing has been modified, altered or changed in any manner at time of installation or thereafter that is contrary to the FAIRWAY'S installation instructions.
  - The product was not installed to the most current, published standards which are available from FAIRWAY.
  - A representative has not been given a reasonable access to the property & opportunity to investigate any claim made.
  - If 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.
  - If the A210 Aluminum, A310 Aluminum and S110 Steel Care and Cleaning Guide has not been adhered to.
  - If the railing warranty has not been registered with FAIRWAY.
  - FAIRWAY 15-yr Limited Lifetime Warranty will not be applicable for products that are covered under specific and separate warranty or duration.
    - FAIRWAY Mesh In-fill - Warranty coverage period limited to 15-year Limited Warranty (under provisions and exclusions herein).
    - FAIRWAY Horizontal Baluster In-fill - Warranty coverage period limited to 10-year Limited Warranty (under provisions and exclusions herein).
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 FAIRWAY 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 FAIRWAY'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. It is the responsibility of the Owner to maintain the railing in accordance with the current Care and Cleaning Guide as posted on the website at [www.FairwayRailing.com](http://www.FairwayRailing.com).
11. This warranty is offered by FAIRWAY. FAIRWAY is responsible for remedy of its affected materials relating to the problem. The undersigned installation company is responsible for the workmanship and will facilitate any necessary and related claims and repairs.
12. The Installation Company guarantees that the work has been performed in accordance with the most current standards and specifications set out by FAIRWAY and is responsible for any workmanship related problems for a period of \_\_\_\_\_ years/months (filled in by contractor).

**Register your warranty online at [www.FairwayRailing.com/warranty-registration/](http://www.FairwayRailing.com/warranty-registration/)**

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