

FAIRWAY

ARCHITECTURAL RAILING SOLUTIONS



DESIGN-BUILD LIMITED WARRANTY

FAIRWAY ARCHITECTURAL RAILING SOLUTIONS DESIGN-BUILD LIMITED WARRANTY*

Continental U.S. , Mexico and Canada

Fairway Architectural Railing Solutions (Fairway) warrants to the original purchaser that our railing systems are free of defects in material and workmanship for a period of up to 20 years from purchase date. The powder-coated finish carries a 5-10-15-20-year warranty, depending upon which AAMA specification has been selected by the purchaser. The finish warranty will be provided separately from this document, and shall be specific to the selected AAMA specification. During the first year from purchase date, Fairway warrants installation that has been completed by Fairway technicians for correctness per the specifications of a signed contract. Proof of purchase must be provided for all warranty claims.

LIMITATIONS ON WARRANTY

This warranty is subject to normal use, and excludes damage resulting from: chemical erosion or oxidation, galvanic action, installation methods that do not strictly adhere to printed installation instructions, negligence, accidents, alteration from original product specifications, misuse, abuse, vandalism and acts of God. Proper care and maintenance according to manufacturer's instructions must be followed. Under no circumstances will FAIRWAY be responsible for incidental or consequential damages or amounts exceeding the original purchase price of any defective product. FAIRWAY makes no other express or implied warranties, including any warranties of merchantability or fitness for a particular purpose.

WARRANTY PERFORMANCE

A claim under this warranty must be reported in writing with proof of purchase to: Fairway Architectural Railing Solutions, P.O. Box 37, Mount Joy, PA 17552, within thirty (30) days of the date that the defect is first discovered or reasonably could be discovered. A reasonable time should be allowed for inspection purposes, or at FAIRWAY's option, shipment of a sample to the above address for examination of the alleged defective product. FAIRWAY shall be the sole judge of whether or not the material is defective and whether the defect is due to manufacturing defects. If, after its inspection, FAIRWAY determines the claim is in accordance with the terms of this Limited Warranty, FAIRWAY agrees at its option to replace the section or part of the product, or refund the prevailing cost of the product in your geographical area at the time of replacement or the original purchase price, whichever shall be less. This warranty does not cover the cost of removal of any defective products or the cost of installation of any replacement product furnished under the terms of the warranty. Incidental or consequential damages and resulting cost incurred as a result of a coverage claim are excluded and will not be paid.

WARRANTY ISSURANCE

Warranty will be issued with close-out documents once project is completed and final payment(s) are received. Extended warranties are available. Please contact your sales representative for details.

* Warranty subject to change without notice.

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TERMS AND CONDITIONS

All orders ship C.O.D. unless prior credit approval has been established. Common carrier charge is 1-1/2% to 5% of the total order amount for C.O.D. services. See below for custom orders. Shipping error(s) must be reported in writing to FAIRWAY within 5 business days. Returned goods will not be accepted without prior written authorization and return authorization number. All returns must be shipped prepaid. Claims for missing or damaged goods must be made against the carrier. See shipping policy for details. With approved credit, terms of 30 days net is available. Late fees will be applied at 1-1/2% per month. Orders may be cancelled within three (3) business days with no restocking fee as long as products have not shipped. Orders that have already shipped are subject to a 25% restocking fee.

CUSTOM ORDERS

Custom orders, including custom colors, require a 50% deposit. FAIRWAY will provide an estimate based upon plans and materials list. Once drawings are approved, signed and returned to FAIRWAY payment in full, along with a completed and signed order form, must be received prior to fabrication. Custom orders cannot be cancelled under any circumstances.

SHIPPING POLICY

Large orders may qualify for prepaid freight; please call for details. All FAIRWAY products are inspected and wrapped prior to shipping; however, please thoroughly inspect shipping containers for damage immediately upon receipt. If containers are damaged or container quantity does not coincide with bill of lading, please note discrepancy, along with driver's signature, on bill of lading. To claim damages, notify the carrier as soon as possible. A carrier representative must inspect shipment, packaging material and containers on premises.

Upon inspection completion, file a claim including following documents:

1. Original Bill of Lading
2. Copy of Paid Freight Bill
3. Original Invoice
4. Repair or Replacement Invoice
5. Inspection Report
6. Packing List

Claims against the carrier for damages or shortages are the sole responsibility of the carrier. FAIRWAY is not responsible for freight charges, replacement products, filing claims, or claim collection. Damaged goods cannot be returned to FAIRWAY without prior written approval and authorization number.