



## Limited Warranty

### What is Covered under the Limited Warranty

Subject to the terms, conditions, limitations, and exclusions of this limited warranty. DekSmart Railings a division of CenDek Railings Ltd. ("**DekSmart**"), warrants to the [original/first] [owner/consumer purchaser], as further defined herein, that the structure of DekSmart Aluminum Railings (the "**Products**") will be free from material and manufacturing defects for a period of 20 years from the date of purchase. DekSmart warrants the Powdercoat Paint (the "**Powdercoat Paint**") finish on the Products will not crack, chip, blister or lose paint adhesion for a period of 5 years from the date of purchase. Products that are located within one (1) mile of open ocean, or are otherwise located anywhere that heavy salt conditions (including but not limited to sea fog or salt water pools) prevail, in which case DekSmart warrants that the Powdercoat Paint finish on the Products will not crack, chip, blister or lose paint adhesion for a period of one (1) year from the date of purchase (hereinafter collectively, the "**Limited Warranty**").

### Who is Covered under the Limited Warranty

This Limited Warranty is provided solely to the original consumer purchaser of the Products (the "Owner"), if that Owner lives within the United States or Canada. This Limited Warranty applies only to Products used in connection with either a single family detached housing unit or a detached duplex housing unit that is owned or occupied by the Owner and that is used solely for residential purposes (collectively, the "**Residential Location**").

### Duration of the Limited Warranty

The duration of the Limited Warranty on defects in material and workmanship in the structure of the Products is 20 years from the date of original purchase of the Products. The duration of the Limited Warranty on the Powdercoat Paint finish is 5 years from the date of original purchase of the Products, *unless*, the Owner purchases the Products for use at a Residential Location that is located within one (1) mile of open ocean, or is otherwise located anywhere that heavy salt conditions (including but not limited to sea fog or salt water pools) prevail (a "**Salt Condition Location**"). If the Owner purchases the Products for use at a Salt Condition Location, the Limited Warranty on the Powdercoat Paint finish is one (1) year from the date of original purchase of the Products.

### Conditions, Limitations and Exclusions

1. This Limited Warranty does not cover any Products that are not installed in accordance with DekSmart's installation instructions, titled "Installation Instructions," and available at [www.deksmartrailings.com](http://www.deksmartrailings.com). It is an express condition of this Limited Warranty that the Owner install the Products according to the directions set forth in the Installation Instructions. ACCORDINGLY, THIS LIMITED WARRANTY IS VOID AND DEKSMART SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY UNDER THIS LIMITED WARRANTY IF THE PRODUCTS ARE INSTALLED THROUGH THE USE OF IMPROPER METHODS, TECHNIQUES, OR FASTENERS, OR ARE OTHERWISE NOT INSTALLED IN ACCORDANCE WITH THE INSTALLATION INSTRUCTIONS. Furthermore, this Limited Warranty does not cover Products

that have been subject to welding, drilling, cutting or any other fabrication that is not called for in DekSmart's Installation Instructions.

2. This Limited Warranty does not cover any Products that are not maintained in accordance with DekSmart's care and maintenance instructions, titled "DekSmart Care And Maintenance" and available at [www.deksmartrailings.com](http://www.deksmartrailings.com). It is an express condition of this Limited Warranty that the Owner maintain the Products according to the directions set forth in DekSmart's Care and Maintenance Instructions. ACCORDINGLY, THIS LIMITED WARRANTY IS VOID AND DEKSMART SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY UNDER THIS LIMITED WARRANTY IF THE OWNER DOES NOT COMPLY WITH DEKSMART'S CARE AND MAINTENANCE INSTRUCTIONS.

3. This Limited Warranty does not cover any Products that are not installed in accordance with applicable local building codes ("**Local Building Codes**"). It is an express condition of this Limited Warranty that the Owner install the Products according to applicable Local Building Codes. ACCORDINGLY, THIS LIMITED WARRANTY IS VOID AND DEKSMART SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY UNDER THIS LIMITED WARRANTY IF THE OWNER DOES NOT COMPLY WITH APPLICABLE LOCAL BUILDING CODES.

4. This Limited Warranty does not cover screws or other fasteners, nor plastic, nor vinyl parts used in the assembly or installation of the Products.

5. This Limited Warranty does not cover damage to the Products due to usage, normal wear and tear or weathering (including, but not limited to, normal weathering due to the damaging effects of sunlight).

6. This Limited Warranty does not cover damage (including but not limited to surface deterioration, warping, cracking, crazing, distortion, chalking, scratching, fading, soiling, or staining) that is caused by abnormal, or extreme weather, or environmental conditions such as:

- a. airborne stains;
- b. mold;
- c. mildew;
- d. extreme weather (such as extreme cold temperatures, excessive heat sources or unusual or excessive reflective heat sources);
- e. extreme atmosphere (such as corrosive atmospheric contaminants **I.E.** chemical fumes, (air) pollution, seacoast environment, salt or salt air conditions) (See "DURATION OF LIMITED WARRANTY" FOR FURTHER LIMITATIONS TO THIS LIMITED WARRANTY IF THE PRODUCTS ARE LOCATED IN A SALT CONDITION LOCATION).

7. This Limited Warranty does not cover claimed defects, malfunctions or failures of the Products resulting from misuse, abuse, or neglect, including but not limited to:

- a. improper storage prior to installation;
- b. improper installation, assembly or maintenance;
- c. exposure or subjection to abnormal residential use;
- d. accidental or intentional damage due to a collision, crash, vandalism, or the impact of foreign objects; and
- e. the use of harmful or corrosive chemicals, including but not limited to, the use of harmful cleaning compounds, pesticides, fumes, harmful or corrosive products, or vapors.

8. This Limited Warranty does not cover Products that have been damaged due to the settlement or the structural shrinkage, distortion or expansion of the structure of the Residential Location.

9. This Limited Warranty does not cover any Products that have been modified, altered or changed in any manner. It is an express condition of this Limited Warranty that the Products not be modified, altered or changed in any manner. ACCORDINGLY, THIS LIMITED WARRANTY IS VOID AND DEKSMART SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY UNDER THIS LIMITED WARRANTY IF THE PRODUCTS HAVE BEEN MODIFIED, ALTERED OR CHANGED IN ANY MANNER.

10. This Limited Warranty is void and DekSmart shall not have any responsibility or liability under this Limited Warranty if the Products are combined or used with a competitor's products or systems.

11. This Limited Warranty does not cover Products that were not purchased in new condition from an authorized DekSmart dealer. It is an express condition of this Limited Warranty that the Products be purchased in new condition from an authorized DekSmart dealer. Call 778-516-6000 for a dealer near you or email your inquiry to info@cendekrailings.com. ACCORDINGLY, THIS LIMITED WARRANTY IS VOID AND DEKSMART SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY UNDER THIS LIMITED WARRANTY IF THE PRODUCTS WERE NOT PURCHASED IN NEW CONDITION FROM AN AUTHORIZED DEKSMART DEALER.

12. This Limited Warranty does not cover Products that are installed in Residential Locations that experience winds exceeding 60 miles per hour (96 kilometers per hour). It is an express condition of this Limited Warranty that the Products be installed in Residential Locations that experience winds of less than 60 miles per hour (96 kilometers per hour). ACCORDINGLY, THIS LIMITED WARRANTY IS VOID AND DEKSMART SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY UNDER THIS LIMITED WARRANTY IF THE PRODUCTS ARE INSTALLED IN RESIDENTIAL LOCATIONS THAT EXPERIENCE WINDS EXCEEDING 60 MILES PER HOUR (96 KILOMETERS PER HOUR). IF THE OWNER IS UNSURE ABOUT WIND CONDITIONS IN HIS OR HER RESIDENTIAL LOCATION, THE OWNER SHOULD CONSULT A PROFESSIONAL ENGINEER TO DETERMINE IF THE PRODUCTS ARE SUITABLE FOR THE RESIDENTIAL LOCATION.

13. This Limited Warranty does not cover any problems which result from conditions beyond DekSmart's control including, but not limited to, acts of God (such as floods, earthquakes, hurricanes, tornados, volcanoes and volcanic ash, lightning, windstorm, hail or fires), government restrictions, or domestic or international problems such as wars or insurrections, strikes, explosions, riots, civil disturbances, and/or labor disputes, or any other causes beyond DekSmart's control.

**Non-Assignable and Non-Transferable; Termination of Limited Warranty; Limited Warranty Extends Only to First Consumer Purchaser. This warranty does not cover product which were not purchased from an authorized DekSmart dealer.**

This Limited Warranty is NON-ASSIGNABLE AND NON-TRANSFERABLE. Accordingly, coverage under this Limited Warranty WILL TERMINATE UPON ASSIGNMENT OR TRANSFER OF THE PRODUCTS AND/OR THE RESIDENTIAL LOCATION to subsequent and non-original purchasers or owners.

**What The Purchaser Must Do To Get Limited Warranty Service**

To make a claim under this Limited Warranty, the Owner must send a claim, (a blank copy is available at [www.deksmartrailings.com](http://www.deksmartrailings.com) in writing (the "Claim") to DekSmart within 14 days of the discovery of the defect or circumstances giving rise to the Claim. The Purchaser must mail the Claim to DekSmart Railings 9685 Agur St. Summerland, B.C. Canada V0H1Z2. The Claim must include: 1) a full description of the defect; 2) photographs of the defect; and 3) the original purchase receipt from an authorized DekSmart dealer for the Products. DekSmart shall then have a reasonable opportunity to investigate the Claim before it is required to provide any relief under this Limited Warranty, and DekSmart will not be required to provide relief pursuant to this Limited Warranty without being given a reasonable opportunity to investigate the Claim. During its investigation, DekSmart may request additional information from the Purchaser in order to determine whether all conditions set forth in this Limited Warranty have been satisfied, and whether any limitations or exclusions may apply. The Owner must respond promptly to DekSmart's requests for such additional information.

### **What DekSmart Will Do Under The Limited Warranty**

If, after investigating a Claim made under this Limited Warranty, DekSmart determines that the Products are defective and that the Claim under this Limited Warranty is valid, DekSmart will repair or replace the Products, or any part of the Products deemed defective by DekSmart, at DekSmart's discretion. This will be the sole remedy available under this Limited Warranty. In no event shall the liability of DekSmart exceed the purchase price of the defective Products. In the event of repair or replacement under this Limited Warranty, the Limited Warranty applicable to the replacement material or to the repaired Products will extend only for the time remaining under this Limited Warranty.

DekSmart reserves the right to discontinue or change the design or color of the Products at any time and without notice or liability. DekSmart does not **guarantee** that replacement Products provided by DekSmart in connection with this Limited Warranty will match the design or color of the original Products. If, for any reason, Products are no longer available from DekSmart at the time that DekSmart acknowledges that a Claim will be covered under this Limited Warranty, DekSmart may substitute other Products determined in its sole discretion to be of comparable quality and price.

### **What DekSmart Will Not Do Under The Limited Warranty**

To the extent permitted by applicable law, DekSmart will not pay for any labor, installation, non-Products materials (including, but not limited to, screws or other fasteners), shipping, removal and/or disposal costs incurred in connection with the repair or replacement of the Products (the "**Uncovered Costs**"). The Uncovered Costs, along with any additional costs and expenses beyond the original purchase price of the Products, shall be the Owner's sole responsibility and are excluded from coverage under this Limited Warranty.

### **Limitation of Damages**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DEKSMART BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF BUSINESS OR PROFITS, INJURY OR DAMAGE TO PROPERTY OR PERSONS, OR ANY LABOR OR OTHER COSTS OR EXPENSES INCURRED IN CONNECTION WITH REPAIRING AND/OR REPLACING THE PRODUCTS), WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL THE LIABILITY OF DEKSMART EXCEED THE PURCHASE PRICE OF THE PRODUCTS.

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

#### **Limitation of Express Warranties**

THIS LIMITED WARRANTY SETS FORTH THE ENTIRE AGREEMENT BY DEKSMART REGARDING IT'S LIABILITIES AND OBLIGATIONS WITH RESPECT TO THE PRODUCTS. THERE ARE NO PROMISES, REPRESENTATIONS, WARRANTIES, COVENANTS, AGREEMENTS, UNDERTAKINGS OR GUARANTEES WITH RESPECT TO THE PRODUCTS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. NO ORAL OR WRITTEN ADVICE, RECOMMENDATION, AFFIRMATION OF FACT, DESCRIPTION OF GOODS, OR SPECIFICATION RELATING TO THE PRODUCTS SHALL CONSTITUTE, OR BE DEEMED TO CONSTITUTE, A WARRANTY WITH RESPECT TO THE PRODUCTS. EXCEPT FOR THIS EXPRESS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEKSMART DOES NOT MAKE ANY OTHER WARRANTY FOR THE PRODUCTS.

#### **Limitation of Implied Warranties**

TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE SAME DURATION AS THIS EXPRESS LIMITED WARRANTY.

Some states and provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

#### **Entire Agreement**

This Limited Warranty contains and represents the only warranty extended by DekSmart for the Products. No employee or agent of DekSmart or any other party is authorized to make any other warranty in addition to this Limited Warranty.

#### **How State and Provincial Law Relates to this Limited Warranty**

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province.

#### **Commercial or Multi Family Warranty**

For information on warranties for commercial or multi family applications, please contact us directly.

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