



DEKSMART RAILINGS WARRANTY

DekSmart Railings are manufactured from the highest grade aluminum by skilled craftsmen to meet the highest standards of workmanship for the industry.

Warranty applies to:

An original purchaser (a "**Purchaser**") of DekSmart Railings (the "**Products**"), commencing on the date of purchase by the Purchaser, and applying, subject to the limitations, terms and conditions set forth below.

The warranty:

Subject to the limitations, terms and conditions set forth in this Warranty, DekSmart Railings ("**DekSmart**") warrants to each original Purchaser who is a resident of Canada or the United States at the time of purchase.

Warranty period:

Structure: Material and manufacturing defects for a period of 20 years

Powdercoat Paint: With respect to Deksmart Railings powdercoat paint finish. The Products will not crack, chip, blister or lose paint adhesion for a period of 5 years.

This warranty is not assignable or transferrable by the Purchaser.

Wind and weather exclusions:

If the location in which a Purchaser uses the Products (the "**Location**") experiences winds exceeding **60mph/100 kph**. Purchaser should consult a professional engineer to determine if the Products are suitable for the Location.

If a Location 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, the warranty for Powdercoat paint finish shall only be valid for a period of one (1) year.

Maintenance:

Manufacturer recommended care and maintenance is an integral part of the warranty with Deksmart Railings. Refer to the care and maintenance section for correct procedures, which will maximize the standard life of the paint coating.

Fastener exclusion:

This warranty does not apply to screws or other fasteners used in the assembly of or installation of the Products.

General exclusions:

This warranty does not cover damage due to normal weathering, chalking, scratching, fading, corrosive atmosphere contaminants (such as chemical fumes, pollution, salt or salt air conditions), volcanic ash, lightning, windstorm, tornadoes or any other act of God, explosions, riots, civil disturbances, war, or other causes beyond the control of Deksmart Railings.

This warranty doesn't cover Products which are not installed in accordance with Deksmart's installation guidelines and local building codes, Products which have been modified, altered or changes in any manner, Products combined or used with a competitor's products or systems, Products that have been abused, placed under, or subject to abnormal residential use, Products that have been stored improperly prior to installation, or Products subjected to welding, drilling, cutting or other fabrication not called for in DekSmart's installation guidelines.

This warranty doesn't cover Products not purchased from an authorized DekSmart dealer.

Making a Claim:

Any claim under this warranty must be made within 14 days after the circumstances giving rise to the claim are discovered by the Purchaser. A claim must be made in writing to Deksmart Railings, and must include photos of the defect and the original purchase receipt from an authorized DekSmart dealer.

Deksmart Railings will not be required to honour this warranty without being given a reasonable opportunity to investigate any claims made.

Repair or Replacement:

If, after investigating the claim, DekSmart determines that the claim is valid, the sole remedy offered by DekSmart and the Purchaser's only remedy will be repair, or replacement, at DekSmart's discretion, of any of the Products or any part of the Products deemed defective by Deksmart Railings. Any labour, installation, material, shipping and/or disposal costs incurred in connection with the repair or return of Products shall be the sole responsibility of the Purchaser. Deksmart Railings's entire liability in connection with this warranty shall be limited to the original purchase price paid by the Purchaser. Any additional costs beyond the original purchase price are Purchaser's responsibility.

Deksmart Railings reserves the right to discontinue or change any design or colour of the Products at any time and without notice or liability. DekSmart makes no guarantee that replacement Products provided by DekSmart in connection with this warranty will match the colour or design of original Products.

Deksmart Railings is not liable for any indirect, incidental or consequential damages arising out of the use or ownership of the Products.

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES, AND ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF OR RELATING TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED BY CENTURY TO THE FULLEST EXTENT PERMITTED BY LAW.

This warranty will be governed by and construed in accordance with the laws of the Province of British Columbia. Any and all disputes arising under this warranty, whether as to interpretation, performance or otherwise, will be subject to the exclusive jurisdiction of the courts of the Province of British Columbia.