



FAIRWAY ARCHITECTURAL RAILING SOLUTIONS, LLC

LIMITED ALUMINUM RAILING AND FENCING WARRANTY

TBD
Project:
Project Location:

Purchase Date:

Fairway Architectural Railing Solutions, LLC (hereinafter "FARS") warrants to the above referenced purchaser that its railing and/or fencing system product shall be free from manufacturing defects for a period of (i) one (1) year from the above date of purchase for installations within one (1) mile of any body of salt water, or (ii) ten (10) years from the above date of purchase for installations over one (1) mile from any body of salt water, each when handled, installed and maintained according to FARS' instructions and subject to the limitations set forth herein. For installations performed by FARS technicians, FARS also warrants to the above referenced purchaser for a period of one (1) year after installation, that installation has been completed in accordance with the specifications of the signed contract between FARS and the purchaser. FARS further warrants that powder-coated finishes, to the specifications listed below, applied to FARS railing and/or fencing systems in the FARS factory shall be free from manufacturing defects for a period of (i) ten (10) years for finishes to AAMA 2604 specifications, or (ii) twenty (20) years for finishes to AAMA 2605 specifications. This Limited Warranty is for the exclusive benefit of the original purchaser and is not assignable or transferable.

LIMITATIONS ON WARRANTY

This warranty specifically excludes and does not cover damage resulting from normal weathering, scratching, fading, minor degradation and color variation, chemical erosion or oxidation, galvanic action, corrosive atmospheric or environmental contaminants (e.g. chemical fumes, pollution, mold and mildew, salt or salt air conditions within one mile of salt water), installation (if not performed by FARS), failure to strictly adhere to FARS' printed instructions regarding installation and care, mishandling, negligence, accidents, alteration from original product specifications, improper use, misuse or abuse, vandalism, extreme weather or environmental conditions, natural disasters or any other act of God, or other causes beyond the control of FARS.

This warranty applies only if the above-referenced purchaser performs proper care and maintenance of its railing and/or fencing system product(s) documented in accordance with the Maintenance Schedule attached hereto and incorporated herein (the "Maintenance Schedule"). Products installed within one (1) mile of any body of salt water and locations with the potential for elevated airborne contaminants require additional care and maintenance as indicated in the Maintenance Schedule. If the railing and/or fencing system product has a powder coated finish, this warranty applies to such finish only if the above-referenced purchaser maintains the powder coated material in accordance with the Maintenance Schedule and American Architectural Manufacturers Association (AAMA) Publication Number 609.1 "Voluntary Guide Specification for Cleaning and Maintenance of Architectural Aluminum". AAMA Publication Number 609.1 will be furnished upon request.

This Limited Warranty does not cover those screws, fasteners and/or other hardware or materials used in the assembly and/or installation of this railing and/or fencing product.

THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE TERMS OF THIS WARRANTY.

WARRANTY PERFORMANCE

All warranty claims must be made in writing WITHIN THIRTY (30) DAYS after the circumstances giving rise to any such claim are discovered to FAIRWAY ARCHITECTURAL RAILING SOLUTIONS, LLC, P.O. BOX 37, MOUNT JOY, PA 17552, ATTN: WARRANTY CLAIMS. THE NOTICE OF CLAIM MUST INCLUDE DOCUMENTARY PROOF OF PURCHASE, A COPY OF THIS WARRANTY DOCUMENT, AND ALL RECORDS REQUIRED UNDER THE MAINTENANCE SCHEDULE, AND SHALL SPECIFY THE NATURE OF THE DEFECT AND WHEN IT WAS FIRST OBSERVED.

Following notification to FARS as described above, FARS shall have a reasonable opportunity to inspect the claim and the subject railing and/or fencing system product either, in the sole discretion of FARS, at the place of installation or at FARS' factory, transportation charges prepaid by purchaser. Products must not be returned to the factory without prior written authorization from FARS. If, after investigating, FARS determines the claim is covered under this warranty, its sole responsibility and the purchaser's only remedy shall be as follows: FARS shall, in its sole discretion, choose one of the following options: (i) repair the railing and/or fencing products, or portion thereof, that are deemed defective by FARS and which fail to conform to this Limited Warranty; (ii) replace the railing and/or fencing products, or portion thereof, that are deemed defective by FARS and which fail to conform to this Limited Warranty; or (iii) issue a partial refund of the purchase price of the railing and/or fencing products, or portion thereof, that are deemed defective by FARS and which fail to conform to this Limited Warranty, such refund to be calculated as follows: the original purchase price of the railing and/or fencing products shall be multiplied by the percentage of the warranty period remaining. For example, if FARS elects to issue a refund, a railing with four months remaining in its one-year warranty period would yield a refund of one-third of the purchase price. Purchaser shall be solely responsible for any temporary railing, fencing or other safety measures reasonably required on site pending FARS' review of the warranty claim and its repair or replacement of defective products, if any, hereunder.

FAILURE OF THE PURCHASER TO (i) NOTIFY FARS AS PROVIDED HEREIN AND (ii) PERMIT FARS TO INSPECT AS PROVIDED HEREIN SHALL VOID THIS LIMITED WARRANTY AND EXTINGUISH ALL LIABILITY OF FARS HEREUNDER.

This Limited Warranty does not cover any labor charges or other expenses for removal, shipping and reinstallation of any product, each of which shall be the responsibility of purchaser. FARS' liability is discharged upon delivery of the repaired or replacement product at its factory or the refund of the original purchase price of the product. FARS will not be responsible for delivery to or reinstallation of product on-site. Any product replaced under this Limited Warranty shall be the sole property of FARS and, if not

returned to FARS for inspection as provided above, shall be returned by purchaser to FARS' factory upon replacement, transportation charges prepaid by purchaser.

If FARS elects to replace any defective materials, the limited warranty on the replacement railing and/or fencing product shall only extend for the balance of the original warranty period set forth herein.

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND FARS' ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. FARS' LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID FOR THE DEFECTIVE PRODUCT, NOR SHALL FARS UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

WARRANTY ISSUANCE

This Limited Warranty shall be available for review prior to purchase, and its terms will become effective upon completion of the applicable project contract and receipt of full and final payment by FARS for all goods and services rendered.

LEGAL REMEDIES

This Limited Warranty shall be construed and enforced in accordance with, and the rights of the parties hereunder shall be governed by the laws of the State of New Jersey. Any and all disputes arising under this warranty, whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the courts of the State of New Jersey located in Mercer County, New Jersey. Any objection which may now or hereinafter exist as to the laying of venue and/or jurisdiction as set forth above is hereby waived. The bringing of any suit, action or proceeding, which is not in conformance with the foregoing, shall void this Limited Warranty.

MAINTENANCE SCHEDULE

Cleaning Requirements for Powder Coated Surfaces

Architectural powder coatings are organic coatings that need to be cleaned and maintained regularly to ensure that the decorative and protective properties of the coating are retained, as set forward in AAMA 2604 and 2605. The cleaning requirements for a powder coated finish are an integral part of the warranty given for gloss, color retention, and chalking. Cleaning of externally located powder coating surfaces must take place at minimum **every six (6) months**. Where salts and/or pollutants are more prevalent, such as is found within one (1) mile of a coastline or a body of salt water, cleaning must take place at minimum **every three (3) months**. AAMA Publication Number 609.1 "Voluntary Guide Specification for Cleaning and Maintenance of Architectural Aluminum" must be followed as a condition of this warranty.

A proper cleaning record must be kept and well-documented. The record must be provided to FARS in the event of a warranty claim. This documentation must contain, at a minimum, the following information:

1. Date of cleaning;
2. Name and address of party performing the cleaning;
3. Description of cleaning procedure and detergents used; and
4. Signature of person performing the cleaning procedure.

Inspection, Maintenance, and Repair Requirements

A. Follow inspection schedule as recommended:

1. Inspect immediately upon completion of installation.
2. Inspect one (1) year following substantial completion of installation.
3. Inspect every five (5) years following installation by a licensed, professional engineer.

B. Perform maintenance and repairs as necessary to ensure railings fulfill their life safety requirements, including:

1. Verify all mounting hardware and connectors are in place with no signs of loosening or tampering.
2. Confirm each product is installed in substantially the same place as originally installed.
3. Inspect for damage and improper use.
4. Repair any deterioration of substrate or sealant and signs of water infiltration.
5. Repair any scratches, chips, and dings in the finish per FARS' instructions.

THE PURCHASER MUST KEEP A WRITTEN RECORD OF ALL INSPECTIONS, MAINTENANCE, AND REPAIRS AS REQUIRED BY THESE INSPECTION, MAINTENANCE, AND REPAIR REQUIREMENTS, AND SUCH WRITTEN RECORDS MUST BE PROVIDED TO FARS IN THE EVENT OF A WARRANTY CLAIM.