

Al¹³ Aluminum Railing Warranty

Fortress Railing Products warrants its Fortress Al¹³ Aluminum Railing products and accessories to be free from manufacturing defects in materials and workmanship to the original consumer purchaser for a limited lifetime period. In addition to manufacturing defects, this Limited Warranty covers cracking, peeling, and blistering of the finish and extensive corrosion of the Al¹³ Aluminum Railing products. Corrosion is termed extensive when there are multiple rust-through perforation instances on the same piece of product.

This warranty does not cover damages caused by abnormal or improper use, improper product application, accident, alteration, welding, neglect, abuse, vandalism, lawn care equipment damage, abrasion, harsh chemicals, pool chemicals or chemicals for ice removal, air pollutants, improper service of installation or lack of service, building settlement, or damage caused by flood, fire or acts of God. Surface corrosion from scratches, nicks, and dents are not covered. For product located within 1 mile or less from the coast line, this Limited Warranty is for a period of 3 years from the date of purchase. Al¹³ Aluminum Railing products that have had direct contact with salt water are excluded from this warranty.

Care and Maintenance of Fortress Railing Products Powder-Coated Products and Surfaces:

- Immediately after installation of your Fortress Railing Products, clean powder-coated products and surfaces with a solution of warm water and non-abrasive, pH neutral detergent solution. Surfaces should be thoroughly rinsed after cleaning to remove all residues. All surfaces should be cleaned using a soft cloth or sponge.
- Ensure construction materials such as concrete, plaster, and paint splashes are removed immediately before they have a chance to dry. Failure to remove these materials may cause damage to the powder-coated surfaces.
- The frequency of cleaning depends in part on the standard of appearance and also the requirements to remove deposits that may cause damage to the powder film coating after prolonged exposure. Fortress recommends cleaning in three to four monthly intervals all products and powder-coated surfaces. In areas where higher traffic, increased atmospheric substances, or other effects may occur, the time period between cleanings should be increased to monthly intervals.
- WARNING: Do not use strong solvents such as thinners, or solutions containing chlorinated hydrocarbons, esters, or ketones. Abrasive cleaners or cutting compounds should not be used.

The original consumer purchaser must contact Fortress Railing Products customer service directly via phone at (844) 909-2999 or via email at <u>warranties@fortressrailing.com</u> to obtain necessary warranty claim forms and the official claim process. The original consumer purchaser will be notified by Fortress Railing Products as to whether this warranty claim is approved or denied. **PROOF OF PURCHASE TAG INCLUDED WITH ALL FORTRESS RAILING PRODUCTS AND ORIGINAL RECEIPT / INVOICE MUST ACCOMPANY ALL WARRANTY CLAIMS.**

Conditions and Exclusions of this warranty

THIS WARRANTY IS NOT TRANSFERABLE. THE AMOUNT OF YOUR RESTITUTION WILL NOT INCLUDE LABOR TO REMOVE EXISTING COMPONENTS OR INSTALL THE REPLACEMENT COMPONENTS, SHIPPING CHARGES, SALES TAX, OR ANY OTHER CHARGES, NOR IS FORTRESS RAILING PRODUCTS REQUIRED TO PROVIDE SUCH LABOR OR SERVICE.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. FORTRESS RAILING PRODUCTS MAKES NO OTHER EXPRESS WARRANTIES AND DOES NOT AUTHORIZE ANY OTHER PERSON OR AGENT TO MAKE ANY OTHER EXPRESS WARRANTIES. FORTRESS RAILING PRODUCTS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER LIABILITY OR OBLIGATION IN WARRANTY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THIS PRODUCT. IN NO EVENT SHALL FORTRESS RAILING PRODUCTS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE PURCHASE OF OR THE USE OF THIS PRODUCT FOR ANY BREACH OF WARRANTY.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regards to its conflict of laws. Any legal action arising out of the Agreement shall be litigated and enforced under the laws of the State of Texas. In addition, you agree to submit to the jurisdiction of the courts of the State of Texas, and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts in the State of Texas, U.S.A.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS WARRANTY IS APPLICABLE ONLY TO SYSTEMS INSTALLED WITHIN THE CONTINENTAL UNITED STATES AND CANADA.