



## RAILFX™ LIFETIME LIMITED WARRANTY

*This Limited Warranty applies to RAILFX aluminum posts & rails, cable and fittings purchased on or after the Effective Date from a RailFX dealer, and installed in the U.S.A. or Canada. This Limited Warranty extends to the owner of the structure in which the products are originally installed.*



[www.railfx.net](http://www.railfx.net)

## **RAILFX LIMITED LIFETIME PRODUCT WARRANTY**

Each aluminum RailFX Product (as defined below) receives a high-quality powder coat paint finish applied in accordance with AAMA 2604 specifications. Nationwide TCC Acquisition, LLC (hereinafter "RailFX") warrants that, subject to the terms and conditions below, its (i) aluminum railing and (ii) stainless steel cable and fittings products (each, the "Product;" more than one, the "Products") (i) shall be free of structural defects in workmanship and materials, and (ii) not will not crack, chip, blister, peel or abnormally discolor, in accordance with AAMA 2604 specifications for the shorter of: (i) lifetime of the Purchaser (as defined below), or (ii) as long as the Purchaser owns the structure on which the Product or Products are originally installed (altogether, the "Product Warranty"). The "Purchaser" is the living owner or owners (maximum of two) of the real estate and structure upon which the Product is installed at the time the install occurred. The Product Warranty is non-transferrable to any other person or entity and will terminate upon the death of the last original owner or upon the conveyance or transfer of the real property or structure upon which the Product was originally installed.

## **4 YEAR RAILFX PRORATED LIMITED LABOR WARRANTY**

If RailFX determines that a Product is defective and eligible for replacement or reimbursement under the Product Warranty during the first four years following the original purchase date of the Product, RailFX will reimburse the Purchaser on a prorated basis for the Purchaser's original installation costs (the "Labor Warranty"; together with the Product Warranty, the "Warranties"). If a reasonable Product Warranty claim is filed and validated by RailFX during the first year following the original purchase, RailFX will reimburse the Purchaser 100% of the cost of installing that Product or Products. For reasonable claims validated during year 2, RailFX will reimburse the Purchaser 75% of the installation costs. For years 3 and 4, RailFX will reimburse 50% and 25%, respectively, of the installation costs. At the end of year 4, the Labor Warranty will terminate.

## **WARRANTY REQUIREMENTS**

For the Product to remain eligible for coverage under the Warranties, the Purchaser (and/or his or her installer) must have complied with each of the following requirements:

1. The Purchaser must have completed the online warranty registration form located at [xsources/warranty](https://www.railfx.net/resources/warranty) within thirty (30) days of the Product's original purchase.
2. The Purchaser must have strictly adhered to RailFX's cleaning and maintenance requirements, which can be found at: <https://www.railfx.net/resources/warranty>. Please be aware that depending on the atmospheric conditions of the install area (such

as for Products installed near the coastline), the Product may require more-frequent cleanings to remain in compliance with RailFX's instructions.

3. Installation of the Product must have been completed in accordance with RailFX's published installation instructions specific to each Product installed.
4. The Product must have been installed in accordance with local building codes and in a manner consistent with the Product's normal use and condition.
5. The Product must not have been abused, neglected, or used in any manner other than that consistent with use as a pedestrian railing.
6. The Product must not have been exposed to harsh chemicals (such as pool treatments or ice removal products).
7. The Product must not have been improperly stored, transported, or handled.
8. The Product must have been installed in North America or on an island located in the Caribbean.

## **CLAIM PROCEDURE**

To file a claim under the Product Warranty, the Purchaser must complete RailFX's warranty claim form located at <https://www.railfx.net/resources/warranty> and submit the required supporting documents within 30 days of discovering the alleged defect. The required supporting documents will include a description of the defect claimed, photographic documentation of the defect (at least 4-6 clear photos), and dated proof of purchase receipt. To include a claim under the Labor Warranty, the Purchaser must provide an invoice or other proof of the defective Product's installation costs.

After reviewing the claim information submitted, RailFX will determine the validity of the claim. Part of this determination may include a RailFX agent examining the alleged defective Product in its place of install. If RailFX determines that the Purchaser's claim is valid, RailFX will, at its sole option, either (i) replace the defective Product or (ii) refund the Purchaser the portion of their original purchase price associated with the defective product. Except as provided in the Prorated Labor Warranty section above, these Warranties do not cover, and RailFX will not be responsible for, costs incurred for the removal, finishing, refinishing or disposal costs of the defective Product or the installation of the replacement Product. The Purchaser is responsible for all costs associated with shipping, handling, and labor. RailFX will endeavor to supply original replacement parts; however, replacement parts may differ from the original parts. Any successful claims under the Labor Warranty program will be paid out in accordance with the terms of the Labor Warranty section above. For any questions regarding the Warranty or the claims process, you may call our toll-free number at 1-800-851-2961.

## EXCLUSIONS

Damage, defects, or problems resulting from causes outside RailFX's control are excluded from coverage under the Warranties. Such causes include, without limitation: Installation, Maintenance, and Acts of God:

- Movement, distortion, collapse or settling of the ground or supporting structure on which the Product is installed
- Acts of God and Nature (such as, but not limited to, hurricane, earthquake, flooding, fire, lighting, hail, etc.); accidents; vandalism and environmental conditions (such as air pollution, mold, mildew), insurrection, civil unrest, terrorism, or beyond those attributable to normal weather conditions
- Damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products

## LIMITATIONS

IN NO EVENT WILL RAILFX BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN NO EVENT WILL RAILFX'S LIABILITY EXCEED THE PRICE PAID FOR THE AFFECTED PRODUCT OR COMPONENT. The limitations of warranty and liability set forth herein shall survive and apply, even if the exclusive remedy set forth in this Limited Warranty is found to have failed of its essential purpose. Performance of individual products may vary and will change over time, depending upon the conditions of use.

## DISCLAIMERS

THE STATEMENTS OF WARRANTY WITHIN THESE WARRANTIES SET FORTH THE ONLY EXPRESS WARRANTIES EXTENDED BY RAILFX FOR ITS ALUMINUM POST AND RAIL, STAINLESS STEEL CABLE, AND FITTINGS PRODUCTS, AND THE PROVISIONS OF THESE WARRANTIES SHALL CONSTITUTE THE ENTIRE LIABILITY OF RAILFX AND THE PURCHASER'S EXCLUSIVE REMEDY FOR BREACH OF THESE WARRANTIES. NO OTHER WARRANTY, MADE BY RAILFX OR ITS AGENTS, WRITTEN OR OTHERWISE COMMUNICATED, WHICH IS NOT CONTAINED OR AUTHORIZED HEREIN, WILL BE RECOGNIZED BY RAILFX.

## LIMITATION OF LIABILITY

ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. THESE WARRANTIES ARE NOT WARRANTIES OF FUTURE PERFORMANCE OR STATEMENTS OF THE USEFUL LIFE OF ANY RAILFX PRODUCT, BUT ONLY WARRANTIES TO REPAIR, REPLACE, OR REFUND.

SOME STATES AND PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT (EXCEPT FOR THE COST OF INSTALLATION IN THE CASE OF A SUCCESSFUL CLAIM UNDER THE LABOR WARRANTY), NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

The Warranties shall be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws. Any legal action concerning the Warranties shall be litigated in the courts of the State of Texas, to which you agree to submit to personal jurisdiction.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

