



## RAILFX™ 10-YEAR 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)

## **ALUMINUM PRODUCTS**

RailFX. (hereinafter "RailFX") warrants to the original purchaser ("Purchaser") that, under normal use and condition, its Aluminum RailFX-Rail products ("Product") shall be free of structural defects in workmanship and materials for ten (10) years or as long as the Purchaser owns the structure on which the Product is installed depending on which comes first. For products located within one (1) mile or less from the coast line, this Limited Warranty is for a period of three (3) years from the date of purchase. The Purchaser is defined as the owner of the real estate and structure upon which the Product is installed.

Product receives a high-quality powder coat paint finish applied according to AAMA 2604 specifications. RailFX warrants to the Purchaser that, under normal use and service conditions, the finish of Product will not crack, chip, blister, peel or abnormally discolor, in accordance with AAMA 2604 specifications, for as long as the Purchaser owns the structure on which the Product is installed.

## **EXTERIOR CABLE AND FITTINGS**

Stainless steel hardware and cable are covered by a limited warranty for a period of ten (10) years from the date of receipt to be free from defects due to defective materials and workmanship.

This warranty does not cover materials which have been abused, neglected or used in any manner other than for pedestrian railings nor for any damage, failure of corrosion resulting from environmental conditions, improper installation, vandalism, insurrection, war or acts of nature.

## **EXCLUSIVE REMEDY**

This Limited Warranty is made as of the original date of product purchase and is not a warranty of future performance after ten (10) year. Warranty notice periods begin on the original date of purchase. If a covered defect is reported during the term of the applicable warranty notice period, and otherwise in accordance with the terms of the Limited Warranty, RailFX will, at its option, repair or replace the product or component, or refund the price paid for the defective product or component. Removal, installation, finishing, refinishing, and disposal costs and services are not included. RailFX will endeavor

to supply original replacement parts; however, replacement parts may differ from the original parts. Replacement parts, including upgrades, are warranted for the remainder of the original product warranty period.

## **EXCLUSIONS**

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

- Installation of Product not done in accordance with RailFX's published installation instructions for said Product.
- Installation of Product not done in accordance with normal use and condition or in a manner not recommended by RailFX or local building codes
- 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.
- Exposure to harsh chemicals (such as pool treatments and ice removal products)
- Improper storage, handling or abuse of the Product

## **DISCLAIMERS**

This Limited Warranty is the only warranty, written or oral, express or implied, provided by RailFX. No dealer, employee, or agent of RailFX, nor any third party, may create or assume any other liability, obligation, or responsibility on behalf of RailFX.

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

## **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.

## **SUITABILITY**

Determining the suitability and compliance with local or other applicable building codes or standards, of all building components, including the use of any RailFX product, is the responsibility of the buyer, user, architect, contractor, installer, and/or other construction professional. RailFX will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products. Railings are only one element of a structure; RailFX does not warrant that third-party certification of a building or project to any specific standard will be achieved through the use of any RailFX product.

## **WARRANTY CLAIMS**

In the event a warranty claim is necessary, Purchaser shall notify RailFX in writing of their claim of defective Product within 30 days of discovering the alleged defect. This claim should include a description of the defect claim, with photographic documentation, and dated proof of purchase receipt. This can be sent to:

Warranty Claims  
RailFX  
2801 Arrowhead Drive  
Carson City, NV 89706

or: [sales@railfx.net](mailto:sales@railfx.net)

After reviewing the claim information submitted, RailFX will determine the validity of the claim. Part of this determination may include an RailFX agent examining the alleged defective material in place.

If RailFX determines the Purchaser's claim is valid, RailFX will, at its own option, either replace the defective Product or refund the Purchaser the portion of their original purchase price associated with the defective product.

This warranty does not cover, and RailFX will not be responsible for, cost incurred for the removal of defective Product or the installation of the replacement Product. This includes costs associated with shipping, handling and labor.

THE STATEMENTS OF WARRANTY WITHIN THIS WARRANTY SET FORTH THE ONLY EXPRESS WARRANTIES EXTENDED BY RAILFX. FOR ITS ALUMINUM RAILFX-RAIL PRODUCTS, AND THE PROVISIONS OF THIS WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF RAILFX. AND THE PURCHASER'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. 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.

Some states and provinces do not allow limitations on warranties. Noted limitations may not apply to you.

