

WARRANTY

Railing Dynamics, Inc. ("RDI") warrants to the original consumer/purchaser (the "Purchaser") of RDI's Metal Works™ products (the "Product") that the Products will remain free from material defects in workmanship and materials. In addition, this Warranty also will cover cracking, peeling and blistering of the finish and extensive corrosions of the Product. Corrosion will not be considered extensive except where there are multiple rust-through perforation instances on the same piece of the Product. This Warranty is subject to the following limitations, exclusions and conditions for the time periods defined below:

1. This Warranty will last 15 years from the Purchaser's original date of purchase for homeowners at their residences and will last for 10 years from the Purchaser's original date of purchase for all commercial, governmental or other non-residential applications, in each case subject to the other limitations, exclusions and conditions set forth in this Warranty.
2. To obtain warranty coverage, the Purchaser must register the Product within 10 days of purchase by either (i) completing and signing a "Warranty Registration Form" and mailing it to RDI at the address provided or (ii) registering online at RDI's website: www.rdirail.com. Failing to register timely will void this Warranty.
3. This Warranty covers the Product only if it is purchased, stored and used exclusively in North America.
4. This Warranty may be transferred one time, within five years from the date of original purchase of the Product, to a subsequent buyer of the property upon which the Product was originally installed. As a condition to the effectiveness of any such transfer, the transferee must send written notice to RDI (at the address above) of the transfer, together with sufficient information for RDI to determine that the transfer is valid in accordance with the terms of this Warranty, within 30 days of the purported transfer. No other transfer or assignment of this Warranty will be valid, and any purported transfer or assignment of rights under this Warranty will void this Warranty.
5. To make a claim under this Warranty, during the warranty period the Purchaser must send to RDI, at its address provided, a reasonably detailed written notice of any defect or other warranty claim within a reasonable time after discovery of the basis for the claim. RDI may require proof of purchase, the product serial number, a clear photograph of the defective part(s) and actual part(s) themselves. If RDI determines that the Purchaser has a valid claim under this Warranty, RDI, at its option, will do one of the following:
 - (i) ship to the Purchaser (at his/her address stated in the Warranty Registration Form) a replacement for the part(s) subject to the warranty claim, free of charge to the Purchaser (but the replacement part may vary in color or finish as a result of weathering or normal discoloration of the original Product or changes in RDI's offerings of colors/finishes), and only for valid warranty claims made within two (2) years from the date of purchase for homeowners at their residences, pay for reasonable documented labor charges for removal of the defective or nonconforming Product and replacement with the new Product;
 - (ii) repair or restore the part(s) subject to the warranty claim, free of charge to the Purchaser, provided the Purchaser provides all reasonable cooperation; or
 - (iii) send payment to the Purchaser of the portion of the purchase price paid by the Purchaser to RDI for the part(s) subject to the warranty claim.

This paragraph 5 provides the Purchaser's exclusive remedy under this Warranty. Except as specifically provided in (i) above, RDI shall not be liable for any installation, removal or reinstallation of the Product or any part or for any labor. Under no circumstances will RDI be liable for any loss of time, maintenance or inconvenience.

6. This Warranty does not cover normal weathering effects, such as discoloration due to exposure to ultraviolet light (e.g., sunlight), or any defects, damage or other failure due to hail, high winds, flood, earthquake, lightning or any other weather disturbance or to extremes of temperature (such as fire) or pressure (such as an explosion). This Warranty does not cover defects, damage or other failure resulting from or relating to the impact of or contact with any foreign object (including but not limited to lawn care equipment), salt water, chemical (including but not limited to chemicals for pools or for ice removal), pollutant, waste or, hazardous material or due to any other cause beyond RDI's control. Without limiting the foregoing, cracking, peeling, blistering or corrosion resulting from or worsened by scratches, nicks and dents are not covered by this Warranty.

Despite stringent quality control measures exercised during production and powder coating of metal railing products, a complete batch-to-batch consistency can not be guaranteed; slight color variation may occur.

7. This Warranty will expire within one (1) year from the Purchaser's original date of purchase if the Product is stored or installed either within one mile from the coast of any ocean, sea or gulf or within five hundred feet of any other salt water body of any kind.

8. It is the responsibility of the Purchaser to inspect all fasteners and connections at least once per year and make sure they are secure. Fasteners and connections may loosen over time. It is the Purchaser's responsibility to ensure a proper and safe installation and to perform proper and sufficient maintenance in accordance with RDI's recommendations. THIS WARRANTY DOES NOT APPLY TO, AND UNDER NO CIRCUMSTANCES WILL RDI BE LIABLE FOR, ANY FAILURE OF THE PURCHASER TO PERFORM ANY OF ITS RESPONSIBILITIES.

9. THIS WARRANTY DOES NOT APPLY TO, AND UNDER NO CIRCUMSTANCES WILL RDI BE LIABLE FOR, ANY DEFECT, DAMAGE OR OTHER FAILURE RESULTING FROM OR RELATING TO ANY MISUSE (WHICH INCLUDES BUT IS NOT LIMITED TO ANY ABNORMAL OR IMPROPER USE OR APPLICATION), ABUSE, ACCIDENT, NEGLIGENCE, ABRASION, IMPROPER OR INSUFFICIENT MAINTENANCE, FAULTY OR IMPROPER INSTALLATION OR FAILURE TO ADHERE TO ANY INSTRUCTION OR RECOMMENDATION IN RDI'S INSTALLATION INSTRUCTIONS INCLUDED WITH THE PRODUCT (THE "INSTALLATION INSTRUCTIONS"). THIS WARRANTY WILL BE VOID AS TO ANY SURFACE OF THE PRODUCT THAT HAS HAD CONTACT WITH SALT WATER OR ANY HARSH CHEMICAL (INCLUDING BUT NOT LIMITED TO POOL CHEMICALS AND CHEMICALS FOR ICE REMOVAL), EXCEPT AS RECOMMENDED IN THE INSTALLATION INSTRUCTIONS. THIS WARRANTY WILL BE VOID IF ANY PART OF THE PRODUCT IS ALTERED OR IF ANY STRUCTURAL PART OR COMPONENT NOT SUPPLIED BY RDI IS USED IN CONJUNCTION WITH THE PRODUCT, OTHER THAN APPROPRIATE USE OF DECK JOISTS OR OTHER SUPPORT STRUCTURES IN ACCORDANCE WITH THE INSTALLATION INSTRUCTIONS. THIS WARRANTY WILL NOT COVER ANY CONSEQUENCE OF ANY DEFECT IN, DAMAGE TO OR OTHER FAILURE OF ANY DECK JOISTS OR OTHER SUPPORT STRUCTURES (OR ANY COMPONENT THEREOF). THIS WARRANTY WILL BE VOID IF THE PRODUCT IS USED IN VIOLATION OF ANY APPLICABLE BUILDING CODE, ZONING ORDINANCE, FIRE MARSHAL'S ORDER OR ANY OTHER LAW, REGULATION, ORDER, STANDARD, GUIDELINE OR RECOMMENDATION OF A GOVERNMENTAL OR JUDICIAL BODY.

10. RDI DOES NOT WARRANT SLIP RESISTANCE OF THE PRODUCT. RDI WILL HAVE NO LIABILITY FOR ANY SLIP OR FALL ON OR FROM THE PRODUCT. UNDER NO CIRCUMSTANCES WILL RDI BE LIABLE FOR ANY PROPERTY DAMAGE, BODILY INJURY OR DEATH.

11. UNDER NO CIRCUMSTANCES WILL RDI BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, AND IN NO EVENT WILL RDI'S LIABILITY RELATING TO ANY PRODUCT OR PART EXCEED THE PURCHASE PRICE PAID BY THE PURCHASER TO RDI FOR SUCH PRODUCT OR PART. Some states do not allow the exclusion or limitation of consequential or incidental damages, so the preceding sentence may not apply to the Purchaser in such states.

12. Except as expressly set forth in this Warranty, all purchasers of the Product will be purchasing the Product "AS IS AND WITH ALL FAULTS" and without any representation, warranty, promise, guaranty or other assurance of any kind, express, implied or statutory. Except as expressly set forth in this Warranty, RDI HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION, WARRANTY, PROMISE, GUARANTY OR OTHER ASSURANCE OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, RELATING TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR ANY PURPOSE (OTHER THAN USES EXPRESSLY DIRECTED OR RECOMMENDED IN THE INSTALLATION INSTRUCTIONS), QUALITY, RELIABILITY, DURABILITY, WORKMANSHIP, MATERIALS, ABSENCE OF DEFECTS (LATENT OR PATENT), ABSENCE OF DANGEROUS CONDITIONS, CORRESPONDENCE TO ANY DESCRIPTION OR THE LIKE.

13. This Warranty shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to principles of conflicts of law that could result in application of the laws of another jurisdiction. All suits, actions or other claims under or relating to this Warranty must be brought only in the state courts of competent subject matter jurisdiction in Atlantic County, New Jersey. As a condition to making a claim under this Warranty, the claimant must submit to the exclusive personal jurisdiction of the state court of competent subject matter jurisdiction in Atlantic County, New Jersey for any and all claims whatsoever against RDI, and the claimant must waive its right to contest the personal jurisdiction or venue of any such court, whether on the grounds of inconvenience or otherwise.

NO DISTRIBUTOR, DEALER OR OTHER PERSON IS AUTHORIZED BY RDI TO CHANGE THIS WARRANTY OR TO MAKE ANY ADDITIONAL REPRESENTATION, WARRANTY, PROMISE, GUARANTY OR OTHER ASSURANCE ON BEHALF OF RDI RELATING TO THE PRODUCT.

