

**LIMITED WARRANTY**

**GENERAL TERMS**

All products sold or manufactured by BuyRailings.com are inspected before shipment. However, if any such product supplied hereunder is:

- a. Defective in material or workmanship upon receipt, or
- b. Failing to perform as specified within the product warranty period

**Then such products shall be subject to the following warranty terms.**

**WHAT IS COVERED BY THIS WARRANTY?**

Lido Designs dba BuyRailings.com (“BuyRailings”) warrants products and accessories (“Product”) against defects in materials and workmanship when utilized for their intended use, in accordance with BuyRailings’ published guidelines. BuyRailings’ published guidelines include but are not limited to information contained in technical specifications, user manuals and service communications.

Please see the table below for the Warranty Periods which commence on the date of original purchase (“Warranty Period”):

Product Line	Warranty Period
Stainless Steel Railings, Stainless Steel Components and Brass Components	3 Years
Aluminum Pipes and Hollaender Aluminum Magnesium Fittings	1 Year
Galvanized Pipes and Kee Safety Galvanized Fittings	1 Year
Powder Coated Galvanized Pipes and Fittings	1 Year
Ultra-Tec Cable Railing and Fittings	10 Years
Swagers Model 650 and Model 610	1 Year

**Exclusions: WHAT IS NOT COVERED BY THIS WARRANTY?** Excluded from coverage are any nonconformities or defects resulting, in whole or in part, from any of the following:

- a) Normal wear and tear and damage or failure due in whole or in part by acts of God, falling objects, external forces, explosions, fire, riots, civil commotion, act of war, radiation, or other occurrences beyond Seller’s control;
  - Corrosion and or rust due in whole or in part to end-user’s failure to properly maintain Products or deterioration common to the environment in areas of high salt concentration, such as adjacent to the seashore, a systematic maintenance program must be instituted to clean the surface so as to prevent the accumulation of concentrated salt deposits.
  - Performance or workmanship of Installer or any other contractor involved with the applicable project or otherwise beyond the warranty (ies) provided by any third party supplying material and or labor to Seller in connection with Seller’s manufacture of the products, including infill, paint, and other similar coatings or grout.

- Any alleged corrective action or treatment taken or work performed upon a claimed defect by anyone other than Seller or it's chosen contractor; and or misuse, alteration, abuse, neglect, improper installation, tampering, disassembly and other actions or omissions of third parties.

b) Consumable parts, such as protective coatings, wax, and Lido Weld that may diminish over time.

b) Cosmetic damage, including but not limited to scratches, and dents.

c) Damage caused due to use in conjunctions with another product.

d) BuyRailings' Products that have been modified to alter functionality or capability without the written permission of BuyRailings.

**No other Warranties or Remedies – THE LIMITED WARRANTY AND REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE OR NONINFRINGEMENT, EACH OF WHICH SELLER EXPRESSLY DISCLAIMS.**

#### **WARRANTY SERVICE**

The buyer shall notify BuyRailings in writing within 30 days of the occurrence and BuyRailings shall, upon verification of Product Warranty eligibility, ship back the defective products without cost to Buyer, and repair or replace the defective products or at BuyRailings' option, refund the purchase price. BuyRailings may require the issuance of a valid Purchase Order for the value of the replacement products.

BuyRailings will provide warranty service through either of the following options:

a) Return-to-Factory Service: At BuyRailings' option you will receive a prepaid waybill, so that you may ship your Product to a location in accordance with BuyRailings' instructions. Once service is complete, BuyRailings will return the Product at no-cost to you. Please note - to be eligible for this free service you must follow BuyRailings' instructions.

b) Do-it-yourself (DIY) parts service: At BuyRailings option BuyRailings will send you replacement parts which allow you to service BuyRailings Product on your own.

BuyRailings is not responsible for any labor costs incurred relating to DIY parts service.

The following DIY process will apply:

1. Upon verification of the eligibility, BuyRailings will send you DIY replacement Parts with the appropriate Instructions for field repair/replacement.
2. In case eligibility cannot be verified BuyRailings will require you to issue a valid PO for the value of the replacement parts, and will require you to return the defective parts. BuyRailings will Invoice you for these parts and cancel the invoice upon warranty eligibility.

In the event it is determined that the damage is not covered by the warranty, BuyRailings reserves the right to charge a reasonable repair fee.

#### **HOW TO OBTAIN WARRANTY SERVICE**

For items purchased directly from BuyRailings, call 877-810-4116 to obtain a Return Authorization Number (RMA#).

For products purchased through a BuyRailings dealer, contact your dealer for an RMA number.

- Pack the product carefully, and clearly label each box with the BuyRailings RMA Number.
- Include a note with your name, street address, and telephone number, along with a brief description of the defect.
- Ship the packages pre-paid and insured for the full value to BuyRailings specified location.
- Be sure to save proof of shipping in case shipment is lost or damaged in transit.



**LIMITATION OF LIABILITY**

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYRAILINGS IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY OF ITS PRODUCTS OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY.

BUYRAILINGS DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR REPLACE THE BUYRAILINGS PRODUCT WITHOUT RISK OF LOSS.