PEAK® Cable Railing

25 YEAR WARRANTY

1. Subject to the following limitations, terms and conditions,

Peak Products USA Corporation (“Peak”) warrants to each individual who (i) purchases a Product (as defined herein) on or after 1 March 2024; (ii) uses the Product solely for Residential Purposes (as defined herein); and (iii) is a resident of the United States of America at the time of the purchase of the Product, (hereinafter, a “Owner”); and that the Product is free from manufacturing defects in material and workmanship and that the finish on the Product will not chip, peel, flake or blister under conditions of ordinary use and weather conditions for a period of 25 years from the date that it is purchased by the Owner, providing that:

(a) The Product is purchased from an authorized Peak dealer and installed and maintained in accord with all applicable local building codes, permitting or other regulations and in accord with the specifications and instructions of Peak;

(b) The Owner provides Peak with prompt written notification of any defect in the Product including a full description of the defect, a photograph of such defect, and its original purchase receipt from an authorized Peak dealer; and

(c) The Owner provides Peak with proof, in a form satisfactory to Peak that each of the conditions specified herein have been satisfied.

2. Residential Purposes shall mean the use of a single family detached house or a semi-detached duplex house that is owned by the Owner and occupied by him or her as a place of residence. For the avoidance of doubt, a property or building is not being used for Residential Purposes if it is rented or used for any purpose other than as a residence for the Owner.

3. Product shall mean any one or more components of the PEAK® Cable Railing system manufactured by or on behalf of Peak.

4. If a Product is covered by this Warranty, Peak will (in Peak’s sole and exclusive option) either:

(a) refund the Owner the original purchase price, or
(b) repair, replace, or refinish the Product.
At no time shall Peak’s obligations under this Warranty exceed the original purchase price of the Product and Peak shall not have any liability for the cost of fasteners, material installation, material removal or freight, and all other costs other than those set out in (a) and (b) above are specifically excluded from this Warranty and shall be the Owner’s sole responsibility.

5. If Peak decides to repair, replace, or refinish the Product under this Warranty,

(a) the Warranty applicable to such repair, replacement or refinished product shall only be for the time remaining for the original Product (and for the avoidance of doubt, the Warranty shall not be extended by such repair, replacement or refinished product); and
(b) Peak may substitute the original Product with another product determined by Peak (in its sole and absolute discretion) to be of comparable quality and price.

6. Peak reserves the right to discontinue or change any design or colour of the Product at any time and without notice or liability.

LIMITATIONS

7. This Warranty is strictly limited to genuine Products purchased by an Owner from an authorized Peak dealer.

8. This Warranty does not cover damage of any kind resulting from:

(a) normal wear and tear, weathering and any damage caused by or arising from the effects of sunlight, rain, and extremes of weather and atmosphere including (but not necessarily limited to) fading, chalking, soiling or staining; or

(b) any and all defects, malfunctions, surface deterioration, warping, distortion, cracking, crazing, or other failures that result in whole or in part from (i) abuse, misuse, neglect, or improper installation, assembly or maintenance; (ii) accidental or intentional damage, collision, crash, impact of foreign objects or vandalism; (iii) settlement, subsidence, structural shrinkage, distortion or expansion of the property or property structure; (iv) harmful or corrosive chemicals, including harmful cleaning compounds and pesticides, fumes, or vapours; or (v) air pollution, seacoast environment, airborne stains, mould, or mildew; (vi) exposure to excessive heat sources or exposure to unusual or excessive reflective heat sources; (vii) exposure to cold temperatures; and (viii) fire, lightning, flooding, hurricane, tornado, windstorm, earthquake, hail, or any other extreme weather events.

9. THIS WARRANTY IS VOID AND NO PEAK OR RELATED ENTITY SHALL HAVE ANY RESPONSIBILITY OR LIABILITY IF:

(a) the Product was installed or used with a competitor’s product or system, or used with a product or system not contemplated by Peak;
(b) the Product was installed using improper fasteners or other materials, methods or techniques, or in any way fails to fully conform with applicable building codes or best building practices; or
(c) repairs, modifications, alterations or any changes of any kind were undertaken on the Product without prior written authorization from Peak.

10. This Warranty is for the exclusive benefit of an Owner and is not transferrable. For the avoidance of doubt, this Warranty shall not extend to any other person, including but not necessarily limited to, any person who purchases a property, house or duplex on or in which the Products were installed, who rents or otherwise uses such property for any purpose, or has any interest in such property.

11. THIS WARRANTY IS THE OWNER’S EXCLUSIVE REMEDY AND SUPERSEDES ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED, IMPLIED, LEGAL OR STATUTORY. ALL OTHER REMEDIES, OBLIGATIONS AND CONDITIONS, LIABILITIES, RIGHTS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, LEGAL OR STATUTORY, ARISING AT LAW OR OTHERWISE, INCLUDING ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS, OR ARISING FROM COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, ARE DISCLAIMED BY PEAKAND ITS RELATED ENTITIES AND WAIVED BY THE OWNER. NO PEAK OR ANY RELATED ENTITY SHALL BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTIAL OR CONSEQUENTIAL DAMAGES, OR ANY LOSSES OF ANY KIND.

12. The limitations in this warranty apply in each case to the fullest extent permitted by applicable laws. If any provision is found to be unenforceable, only that provision shall be struck and all others shall continue to apply.

13. Claims arising under or relating to this Warranty or to Peak products shall be submitted to binding arbitration before a single arbitrator under the commercial rules of the American Arbitration Association to occur in Seattle, Washington. This Warranty and any claims relating to Peak products shall be governed by the laws of the State of Washington.

14. Any questions concerning this Warranty, to Peak products, or to the proper installation and maintenance of Peak products in conformance may be directed to Peak at cservice@peakproducts.com.

SUBMITTING A CLAIM

15. If the Product appears to be defective, please contact Peak at cservice@peakproducts.com or P.O. Box 96060 Richmond, British Columbia, Canada V7A 5J4 enclosing the documentation specified in Section 1, above.

INSTALLATION AND MAINTENANCE

16. It is essential to fully read and follow the installation and maintenance instructions which accompany the Product. Failure to do so may result in invalidating this Warranty or other damage or injury, for which Peak and its related entities, accept no responsibility

20 January 2025