

# Galvanized Steel Baluster and Railing Product Lifetime Limited Warranty

## **Eligibility**

This warranty is valid for Nuvo Iron™ Galvanized Steel balusters (railing product) used in standard residential applications.

## **Limited Lifetime Warranty**

Warrantor, at its sole option, will replace or refund a prorated portion of the purchase price for any Nuvo Iron™ galvanized steel railing product used in a deck/railing application where the coated surface blisters, cracks, peels or flakes. Warrantor will also, at its sole option, replace or refund a prorated version of the purchase price for any manufacturing defects in any Nuvo Iron™ galvanized steel decking/railing product.

## **Warranty Limitations, Terms & Conditions**

- This warranty does not cover damage as a result of misuse, alterations, neglect, normal weathering, fading, chalking or scratching caused by corrosive atmospheric contaminants (e.g. pollution). Natural events or acts of God such as lightning, windstorms, tornadoes or volcanic ash are not covered by this warranty. Natural and/or man-made chemicals including sulphur and sodium are similarly not covered by this warranty.
- This warranty is solely applicable to the initial purchaser and is not transferable under any circumstances.
- Failure to properly care for your Nuvo Iron™ baluster, as outlined above, will render the Manufacturers warranty null and void.
- Nuvo Iron™ warrants that the product shipped by Nuvo Iron™ to its Dealers and Retail Partners is free from damages caused by freight and transportation. It is the responsibility of the Nuvo Iron™ Dealer and Retail Partner to thoroughly inspect all products received and report any damages within 36 hours of receiving the products. Nuvo Iron™ does not warrant any damages caused by freight or transport from the Dealer or Retail Partner to the end customer.
- Should there be a defect in the baluster, which limits the use of the railing system and its surroundings (i.e. deck), Nuvo Iron™ will not be held liable for the loss or any costs that ensue. Nuvo Iron™ is only liable for the replacement of the defective part (s) of the baluster.
- All warranty claims must be submitted exclusively in writing, accompanied by original sales receipts, proof of installation and alleged defects. Nuvo Iron<sup>TM</sup> reserves the right to inspect and approve all receipts as well as proof of installation, photographs and inspect and conduct tests on all systems and materials involved in the claim.
- Is damaged by continuous exposure to saltwater conditions when installed within one (1) mile or 1.6 kilometers of any coastal saltwater.
- Has not been prepared in accordance with Warrantor's guidelines and local building codes.
- Has been stored improperly prior to installation, resulting in abnormal exposure to moisture.
- Failure to comply with any, or all, of the Limitations, Terms and Conditions will immediately render this warranty null and void. Nuvo Iron $^{\text{TM}}$ , consequently, will not be held liable for any losses.

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Failure to follow any restrictions or warning supplied with the product will immediately render this warranty null and void and of no further effect. The Warrantor reserves the right to investigate any claim and to inspect the materials for which the claim is made. Any construction or use of the product must be in accordance with local zoning and/or building codes The Consumer assumes all risk and liability associated with the construction or use of this product. The Consumer or Contractor should take all necessary steps to ensure the safety of everyone involved in the project, including, but not limited to, wearing appropriate safety equipment.

The Warrantor shall not be liable for any incidental or consequential damages arising out of the use or ownership of this product.

#### **Prorated Refund Schedule**

Percentage of Original Purchase Price	Years Since Purchase
100%	1-7
50%	8-10
25%	11 or more

#### **Coastal Areas**

\* This does not cover damage caused by continuous exposure to saltwater conditions when installed within one (1) mile or 1.6 kilometres of any coastal saltwater.

#### **Claim Procedure**

All warranty claims must be submitted exclusively in writing, accompanied by original sales receipts, proof of installation and alleged defects. Nuvo Iron™ reserves the right to inspect and approve all receipts as well as proof of installation, photographs and inspect and conduct tests on all systems and materials involved in the claim. Additionally, please prepare a letter that includes 1. A list of the number of pieces and the size of each piece for which the claim is made. 2. Proof of Purchase, as shown on the original invoice or receipt. 3. Proof of Warranty, as evidenced by the original UPC or end-tag from the product. 4. Mail or email the above information to the address or email below.

\*The above must be completed within ninety (90) days of the actual or constructive notice of the damage covered by the Warranty

The foregoing constitutes the terms and conditions of this Baluster Warranty in its entirety. As mentioned previously, it is only valid to the initial purchaser of the product and is not transferable under any circumstances.

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