

## **Limited Warranty –Extruded Guard Rail Program**

INTEX Millwork LLC, warrants that the extruded Guard Rail product line (the “Warranted Products”) are free from manufacturing defects which result in cracking, splitting, and rotting under normal weather conditions for a period of 10 years. INTEX also warrants that its factory paint finishes on the Warranted Products will not peel or flake for a period of 5 years.

### ***This warranty is subject to the following limitations:***

1. This warranty extends only to the original owner who shall be defined as the person or persons who owned the structure in question on the date of purchase of the INTEX Guard Rail in question.
2. INTEX will not be held responsible for damages resulting from Acts of God, accidental or intentional acts, installation other than in accordance with the manufacturer’s instructions (which shall be solely determined by INTEX), or from modifications by persons not authorized by INTEX or from the use of parts and accessories (i.e. hardware or mounting devices) not authorized by INTEX.
3. INTEX warrants its stainless-steel and aluminum hardware against manufacturing defects for the life of the product. The finish on all INTEX hardware is not warranted against deterioration, including but not limited to, scratches, fading, and corrosion. Please refer to the INTEX product maintenance guidelines located on their website.
4. Fading due to weathering of painted surfaces is normal and expected. INTEX will not be held responsible for such fading.
5. This warranty shall not extend any coverage whatsoever to custom orders for Guard Rail that when built, will exceed in size the largest of INTEX standard sized Guard Rails. The warranty coverage provided in this document is expressly disclaimed for all such railing.
6. The property owner shall have the burden of establishing to INTEX’s reasonable satisfaction both the identification of the product purchased and the date of purchase of the same for all claims made.
7. This warranty will be strictly limited to the cost of repairing, replacement of the warranted products one time. INTEX will determine reasonable labor refunds if applicable. Under no circumstances, however, will INTEX pay for the cost of any of the following: (a) Labor costs incurred to install replacement products on the Claimant’s home after year 1; or (b) any expense at all associated with claims asserted after the first claim for the products in question is resolved.
9. This warranty is effective January 1, 2020 and supersedes all previously published versions of this warranty. It shall remain effective until such time as INTEX publishes a subsequent superseding version at which time this version shall have no further effect.
10. This warranty will not cover claims for the following (a) damage to or failure of a warranted product resulting from acts of the purchaser or the installer, (b) damage to or failure of the product resulting from unreasonable use or failure to reasonably maintain the product after installation. Please refer to the INTEX product maintenance guidelines located on their website.

11. This warranty does not cover, and INTEX is not liable for, damage or failure of the product as a result of one or more of the following: intentional or unintentional misuse or damage to the product; abuse, impact of foreign objects; accident, dirt, sand, liquids, improper storage, acts of nature; improper installation of the product or its structural supports; failure to abide by all INTEX guidelines, expansion and contraction, movement, settlement, distortion, warping or cracking of the products structural supports; pollution, acid rain, mold or mildew, application of chemicals or vapors to the product; and ordinary and expected weathering due to exposure to the elements, which for purposes of this warranty is defined to be fading, chalking or darkening of the surface of the product due to exposure to ultra-violet light and extremes of atmospheric conditions that are unique to or may vary in each geographical location. This warranty does not cover painted finishes, stains, or coatings by any third party. INTEX recommends cleaning products at least 2 times per year as per their Paint & Cleaning Guide located on their website.

12. THE PROVISIONS OF THIS WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY OR IMPLIED INCLUDING SPECIFICALLY, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE