

## Ventana USA

### Fence and Deck Rail Products

#### Limited Warranty

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**Ten Year Warranty** – This Ventana USA® Fence and Deck Rail Product (“FDR”) is warranted to be free from defects in material and workmanship under normal use and maintenance for a period of ten years from the date of original installation. A new or repaired FDR product or part, at Ventana USA’s sole option, to replace any FDR product or part determined by VENTANA USA to be defective, will be provided at no charge, PROVIDED that the warranty claim is made in writing and sent by certified mail within thirty (30) days after the defect is discovered to: VENTANA USA, 6001 Enterprise Drive, Export, PA 15632. Please be sure to give the following information: your name, address and telephone number, the original order number, the date the FDR product was installed, and a clear description of the defect. Ventana USA reserves the right to inspect the alleged defective FDR product and accept or reject any warranty claims made.

**This warranty applies** only to FDR products in their original installation location and becomes void upon reinstallation.

**Any replacement FDR product or parts** are warranted only for the remaining time period of the original warranty.

**This Warranty does not include and VENTANA USA will not be responsible for:**

1. Labor or other costs incurred for removing, replacing, installing or reinstalling any defective FDR product or part.
2. Damage or repairs required as a consequence of faulty installation, vandalism, misuse or abuse, normal weathering, atmospheric pollutants, harmful chemicals, fumes or vapors, fire, lightning, hurricanes, tornadoes, windstorms, ice, hail or other acts of God or conditions beyond VENTANA USA’s control, wind-borne objects, failure of the structure in which the FDR product is installed, or failure to provide reasonable and necessary maintenance.
3. FDR products installed out side of the continental United States, Alaska, Hawaii or Canada, or for industrial, commercial or business use.
4. Any special, indirect or consequential damages of any nature whatsoever. Some states do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

**Limitation of Warranty** - THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW OR OTHERWISE (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO VENTANA USA IN SPECIFICATIONS, DRAWINGS OR OTHERWISE AND WHETHER OR NOT VENTANA USA’S PRODUCTS ARE SPECIFICALLY DESIGNED AND /OR MANUFACTURED BY VENTANA USA FOR BUYER’S USE OR PURPOSE .

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence, unauthorized modification of alteration, use beyond rate capacity, or improper installation, maintenance or application. Buyer assumes all responsibility for design, application, installation and use of the products manufactured by Ventana USA, and specifically assumes responsibility for compliance with all applicable building and design codes relating to or involving the product.

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## **Ventana USA Fence and Deck Rail Products**

### Limited Warranty (continued)

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The warranty granted by Ventana USA is the Buyer's sole and exclusive remedy for any claims covered by such warranty. Ventana USA shall not be liable in contract, in tort (including negligence or strict liability) or otherwise for damages to persons or property or equipment, loss of profits or revenue, loss of use of equipment, cost of capital, claims of customers of Buyer, or for any special, indirect, incidental or consequential damage whatsoever arising from or relating to the product. In no event shall the total cumulative liability of Ventana USA with respect to this contract, or anything done in connection therewith such as performance or breach thereof, or the manufacture, sale, delivery, resale or use of any product covered by or furnished under the contract, whether in contract, in tort (including negligence or strict liability) or otherwise, exceed the price of the product or part on which such liability is asserted or claimed.

Any advice furnished by Ventana USA with respect to the product is given without charge and without representation as to appropriateness; completeness or suitability of the product for any particular use or application and Ventana USA assumes no obligation or liability for any such advice given, or results obtained. To the extent that Buyer has provided Ventana USA with any drawings, designs or specifications (*this includes drawings created by Ventana USA for the Buyer and approved by the Buyer*) then Ventana USA's sole obligation with respect to manufacture of any product is to do so in accordance with and to the specifications provided by Buyer on or with such drawings or designs and that Buyer shall be solely responsible for the suitability of such drawings, designs and specifications and for compliance with any and all applicable building codes and ordinances, and further agrees to indemnify, defend and save Ventana USA harmless from any loss, claim, damage, action or liability relating to or arising from same.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. These warranties may not be altered, enlarged or changed by any distributor, dealer or other person.

**This warranty gives you specific legal rights and you may also have other rights, which vary, from state to state.**

Ventana USA  
6001 Enterprise Drive • Export, PA 15632

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