

Contractor Railing & ADA Handrail 10 year Limited Warranty – Non-Transferable

1. **For a time of 10 years the manufacture warrants to the original purchaser that Contractor Building Product will not peel or blister as a direct result of defects solely arising from its manufacture process.**

Notice of Claims

To procure performance of Madden Manufacturing's obligation under this warranty, you must simply notify Madden Manufacturing of your claim within thirty (30) days after the occurrence of damage covered by this warranty. Your notice must be in writing, mailed by certified mail or delivered to Madden Manufacturing, Warranty Service (PO Box 466 Lake Ozark, MO 65049).

This notice must (a) describe the defect claimed to exist, (b) give your name as it appears on this warranty, (c) give the purchase date and the name and address of the contractor who installed the product, and (d) include proof of purchase along with photos.

Inspection

Madden Manufacturing shall be given a reasonable opportunity to inspect the alleged defect on the property, or it may require a sample of the installed material sent in, before any repair, refinishing or replacement is begun. Madden Manufacturing or its appointee shall perform its inspection within one hundred twenty (120) days after receiving notice of the claim unless prevented by weather or other causes not under its reasonable control in which case Madden Manufacturing will inspect within a reasonable time.

Settlement

If after inspection it is determined that your claim is covered by this warranty, Madden Manufacturing shall, at its option, either, (a) repair, (b) refinish or (c) replace those items found to have the defects warranted against or pay an amount in cash equivalent to the cost of the remedy elected by Madden Manufacturing based upon Madden Manufacturing reserves the right to discontinue any of its products or make any changes in any of its products or make any changes in any of its products during the term of this warranty. If the products covered by this warranty are not available, Madden Manufacturing shall have the right to substitute a product that, in Madden Manufacturing's sole discretion, is of equal quality or value. It is recognized that, in the event of such substitution, a perfect match may not always be possible. Your rights under this warranty shall end when Madden Manufacturing makes a repair, refinishing, replacement or payment under this warranty.

Limitations

Madden Manufacturing cannot be responsible of damages from causes outside of its control. The following are samples of external causes of product failure which are not manufacturing defects and which are not covered by this warranty:

- (a) Normal weathering: normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any colored or painted surface to gradually fade, chalk or suffer an accumulation of surface dirt, stains or fungus. The severity of any of these conditions depends upon the geographical location of your home, the cleanliness of the air in your area and many other local influences over which Madden Manufacturing has no control.
- (b) Damage caused by faulty or improper installation or application of the Contractor Building Product, or settlement, distortion, or warping.
- (c) Earthquake, hurricane, tornado, cyclone, gale, lightning, fire, acts of God, flood, wind-borne objects, ice, or weather of a catastrophic nature as defined by the United States Weather Bureau:
- (d) Damage caused by atmospheric pollution, acid rain, salt spray, and other harmful chemicals, fumes or vapors directly applied to the Contractor Building Product or in the atmosphere:
- (e) Lap abrasion, vandalism, misuse, physical abuse, riot, insurrection or civil disorder:
- (f) Negligence in, or failure to provide, reasonable and necessary maintenance of the Contractor Building Product to prevent an accumulation of surface dirt, chalk, staining, salt, mildew or fungus.

BRIEFLY, WE ASSUME THE RESPONSIBILITY ONLY FOR DAMAGES WHICH ARE CAUSED BY MANUFACTURING DEFECTS IN OUR PRODUCT. MADDEN MANUFACTURING SHALL NOT BE RESPONSIBLE FOR ANY INJURIES TO PERSONS OR DAMAGES TO PURCHASER'S PREMISES OR THE CONTENTS THEREIN NOR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. NO DISTRIBUTOR, DEALER, CONTRACTOR OR APPLICATOR IS AUTHORIZED TO OBLIGATE MADDEN MANUFACTURING IN ANY MANNER EXCEPT TO AUTHENTICATE THE ISSUANCE OF THIS WARRANTY.