

# SOLUTIONS BALUSTERS LIMITED LIFETIME WARRANTY

Solutions [The Manufacturer] warrants its Baluster products and Accessories subject to the terms, conditions and limitations listed herein, to be free from defective workmanship and materials, and when subject to normal and proper use, its powder coat finish is further warranted against surface peeling, flaking, or blisters for residential applications.

## SOLUTIONS TERMS, CONDITIONS AND LIMITATIONS

1. The Manufacturer's sole liability and the owner's only remedy shall be as follows:
  - a. If a problem occurs, The Manufacturer, at its sole discretion, may elect either to repair or replace the defective part(s) or provide reimbursement limited to cost of materials at time of purchase. Due to normal aging and weathering of material, it may not be possible to perfectly match the colors of the old and new materials and therefore The Manufacturer is not responsible for any color differences that may occur. The Manufacturer is further not responsible for discontinuance of a specific color or shade.
2. The Manufacturer warrants only those baluster products manufactured and sold under the Solutions name. This Limited Lifetime Warranty extends only to the original purchaser according to terms specified herein. The Manufacturer shall not be liable for and this warranty does not apply to any terms, failure, defect or damage resulting from or connected with the following:
  - a. Defects not caused by The Manufacturer ( for example, but not limited to: accidents, misuse, improper applications or installations contrary to industry or Solutions standards)
  - b. Product that has been painted or had its surface treated or cleaned with other than approved chemicals or exposed to other corrosive environments
  - c. Product subject to impact of foreign objects, tornado, hurricane, other violent storms, fire, air pollutants, normal weathering of surfaces, abnormal discoloration due to improper maintenance, or any other acts of God
  - d. Improper installation of Solutions products or defects caused by their installation
  - e. Solutions Limited Lifetime Warranty will not be applicable for products that are covered by a specific and separate warranty or duration
  - f. Products sold, shipped or installed outside of the Continental United States shall have a limited duration of this coverage to 7 years from date of purchase
  - g. Products that have been damaged by exposure to salt water conditions when installed within 2 miles of salt water oceans
3. This warranty does not include corrosion of screws and other fastening devices that may be used or required in the assembly or installation of the baluster products.
4. Should there be a defect which limits the use of the railings The Manufacturer will not be responsible for or liable for loss of use of the railing or any consequential costs. The Manufacturer's only liability is for the repair or replacement of the defective baluster or accessories covered under warranty.
5. The Manufacturer will not be responsible for labor and material cost including removal, disposal and reinstallation of the warranted material.
6. The Manufacturer will not be required to honor this warranty
  - a. If the balusters or accessory has been modified, altered or changed in any manner at time of installation or thereafter that is contrary to The Manufacturer's installation instructions.
  - b. The product was not installed to the most current, published standards which are available from The Manufacturer.
  - c. A representative has not been given a reasonable access to the property & opportunity to investigate any claim made.
  - d. If all bills for installation supplies and services have not been paid in full. Proof of purchase must be presented to obtain warranty coverage.
  - e. If the Manufacturer's Care and Cleaning Guide have not been adhered to.
  - f. If the Limited Lifetime Warranty has not been registered with The Manufacturer at [www.solutionsrail.com](http://www.solutionsrail.com) .
7. Claims made under this warranty must be made within 30 days of the discovery of the problem. The claim must be made in writing, to Solutions Warranty Claim, PO Box 37, Mt. Joy, PA 17552, including detailed claims and must include a copy of the purchase contract/receipt and copy of the original package label. Claims shall be covered as follows:
  - Warranty Refund Proration:

Percentage of original purchase price	Years since purchase
100%	1-7
50%	8-10
25%	11 or more
8. To the extent allowed by the laws of each State or Province, the remedies provided under this warranty state the limits of The Manufacturer's responsibility. No representative has authority to make any representations other than those stated herein. Any and all disputes arising under the warranty whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the courts of each State or Province.
9. This warranty is for the exclusive benefit of the original purchaser and is not assignable or transferable.
10. It is the responsibility of the Owner to maintain the balusters and accessories in accordance with the current Care and Cleaning Guide on the reverse and as posted on the website at [www.solutionsrail.com](http://www.solutionsrail.com)
11. This warranty is offered by The Manufacturer. The Manufacturer is responsible for remedy of its affected materials relating to the problem. The undersigned Installation Company is responsible for the workmanship and may facilitate any necessary and related claims and repairs.

The Installation Company may offer an additional written warranty stating the scope of their responsibility.

Installation Company \_\_\_\_\_ Installation Company's telephone \_\_\_\_\_

Installation Company's Address \_\_\_\_\_ Date of Installation \_\_\_\_\_

Building Owner's Name & Address \_\_\_\_\_

Building Address (if different than above) \_\_\_\_\_

Signature – Installation Company Rep. Date \_\_\_\_\_ / \_\_\_\_\_

[www.solutionsrail.com](http://www.solutionsrail.com)