

Nerval Deck Railing is manufactured from the highest grade aluminum to provide you with trouble free longevity. This warranty is subject to the terms & conditions stated below AND NERVAL's general terms & conditions (<https://nervalcorp.com/nervals-terms-and-conditions/>). This warranty does not apply to defects resulting from negligent misuse, accidents, or freight handling, or in the case of failure to meet Nerval's care & maintenance instructions, available on our website (www.nervalcorp.com). **NERVAL CORPORATION** retains the option to repair, replace, or issue an in-house credit for any defective item.

This warranty applies to:

An original purchaser (a "Purchaser") of Nerval Deck Railings (the "Products"), commencing on the date of purchase by the Purchaser, and applying, subject to the limitations, terms and conditions set forth below.

The warranty:

Subject to the limitations, terms and conditions set forth in this Warranty. Nerval Corporation ("Nerval") provides the warranties below to each original Purchaser who purchases Products for use solely in connection with a single family detached housing unit, or a detached duplex housing unit owned or occupied by the Purchaser. **This warranty is not assignable or transferrable by the Purchaser.**

Warranty Scope and Periods:

Structure: With respect only to material and manufacturing defects for a period of 20 years.

Powder coat Paint: With respect to cracking, chipping, blistering or loss of paint adhesion of the Nerval Aluminum Powder Coat paint finish: 5 years. This warranty is not assignable or transferrable by the Purchaser.

Wind and weather exclusions:

If the location in which a Purchaser uses the Products (the "Location") experiences winds exceeding **60mph/100** kph, Purchaser should consult a professional engineer to determine if the Products are suitable for the Location.

If a Location is located within one (1) mile of open ocean, or is otherwise located anywhere that heavy salt conditions (including but not limited to sea fog) prevail, the Nerval Aluminum Powder Coat paint finish shall only be valid for a period of one (1) year.

Fastener exclusion:

This warranty does not apply to screws or other fasteners used in the assembly of or installation of the Products.

General exclusions:

This warranty doesn't cover damage due to normal weathering, chalking, scratching, fading, corrosive atmospheric contaminants (such as chemical fumes, pollution, salt or salt air conditions), volcanic ash, lightning, windstorm, tornadoes or any other act of God, explosions, riots, civil disturbances, war, or other causes beyond the control of Nerval.

This warranty doesn't cover Products which are not installed in accordance with Nerval's installation guidelines and local building codes, Products which have been modified, altered or changed in any manner, Products combined or used with a competitor's products or systems, Products that have been abused, placed under, or subject to abnormal residential use, Products that have been stored improperly prior to installation, or Products subjected to welding, drilling, cutting or other fabrication not called for in Nerval's installation guidelines, or Products not maintained in accordance with Nerval's care & maintenance instructions, available on our website (www.nervalcorp.com).

This warranty is non-transferable.

Making a Claim:

Any claim under this warranty must be made within 14 days after the circumstances giving rise to the claim are discovered by the Purchaser. A claim must be made in writing to Nerval, and must include photos of the defect and the original purchase receipt from an authorized Nerval dealer. Nerval will not be required to honor this warranty without being given a reasonable opportunity to investigate any claims made.

Repair or Replacement:

If, after investigating the claim, Nerval determines that the claim is valid, the sole remedy offered by Nerval and the Purchaser's only remedy will be repair, or replacement, at Nerval's discretion, of any of the Products or any part of the Products deemed defective by Nerval. Any labor, installation, material, shipping and/or disposal costs incurred in connection with the repair or return of Products shall be the sole responsibility of the Purchaser. Nerval's entire liability in connection with this warranty shall be limited to the original purchase price paid by the Purchaser. Any additional costs beyond the original purchase price are Purchaser's responsibility.

Nerval reserves the right to discontinue or change any design or colour of the Products at any time and without notice or liability. Nerval makes no guarantee that replacement Products provided by Nerval in connection with this warranty will match the colour of original Products. Nerval is not liable for any indirect, incidental or consequential damages arising from the use or ownership of the Products.

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES, AND ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF OR RELATING TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED BY NERVAL TO THE FULLEST EXTENT PERMITTED BY LAW.

03/22/2020