

FAIRWAY

ARCHITECTURAL RAILING SOLUTIONS



Railing Limited Warranty

Vinyl (V100, V200, V400, V500)

Aluminum (A200, A300)

Composite (CP300)

Cellular PVC (P300)

Steel (S100)

Stainless Steel Infill

Horizontal Baluster Infill

Mesh Infill

Aluminum Baluster Infill

Acrylic Panel Infill

Low Voltage Lighting

Solar Lighting

www.fairwayrailing.com

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This certifies that

purchased

- Vinyl (V100, V200, V400, V500)
- Aluminum (A200, A300)
- Composite (CP300)
- Cellular PVC (P300)
- Steel (S100)
- Stainless Steel Infill
- Horizontal Baluster Infill
- Mesh Infill
- Aluminum Baluster Infill
- Acrylic Panel Infill
- Low Voltage Lighting
- Solar Lighting

on

_____, 20_____.

The Fairway Architectural Railing Solutions products listed above come with a
Limited Warranty

from

Fairway Architectural Railing Solutions

P.O. Box 37

Mount Joy, PA 17552

Contractor/Company

Date of Installation

Street Address

Color Installed

City, State, Zip

Phone

Contractor's Signature

*Keep this Limited Warranty information along with your contractor receipt for your records.

Please register your Fairway Limited Warranty at <https://www.fairwayrailing.com/warranty-registration>. This Limited Warranty is for the exclusive benefit of the Owner (as defined herein) and is not assignable or transferable.

Railing Limited Warranty

Introduction: The length of the warranty for each product covered by this Limited Warranty is set forth in Table 1. The Limited Warranty for your Fairway Products is the version in effect on the date of retail purchase. Information included in this version of the Limited Warranty was current at time of printing. If you are not satisfied with the terms and conditions of this Limited Warranty, return all unused and marketable Fairway Products to the original place of purchase for a refund.

How Long Will The Fairway Products Last: It is natural for railing products to age. The process begins as soon as they are installed and exposed to the elements of nature. The length of time a Fairway Product will continue to perform its intended purpose will depend on many factors, including quality of installation, weather, snow, intensity of the sun, pollution, debris and usage. Because no two installations experience these and other aging factors in the same way, it is difficult to accurately predict the period of time a Fairway Product will last. This Limited Warranty, subject to its terms and conditions, provides you a remedy in the event a manufacturing defect causes a Fairway product to fail as described below. **If Fairway Products exhibit signs of failure, damage or degradation, such products should be replaced or repaired immediately, as this may become a safety hazard.**

MANDATORY BINDING ARBITRATION: EVERY CLAIM OR CONTROVERSY BETWEEN YOU AND FAIRWAY AND/OR ITS EMPLOYEES AND AGENTS, ARISING FROM OR RELATING TO THE PRODUCT AND/OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION. NOTWITHSTANDING THE FOREGOING, INDIVIDUALS WHO PURCHASED FAIRWAY PRODUCTS FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES MAY PURSUE A CLAIM IN ANY SMALL CLAIMS COURT HAVING JURISDICTION PROVIDED THE CLAIM IS MADE AS AN INDIVIDUAL ACTION AND NOT AS PART OF A CLASS. TO ARBITRATE AN ACTION AGAINST FAIRWAY, YOU MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE JUDICIAL ARBITRATION AND MEDIATION SERVICE OR OTHER ARBITRATION SERVICE AGREED TO IN WRITING BY YOU AND FAIRWAY, AND PROVIDE WRITTEN NOTICE TO FAIRWAY BY CERTIFIED MAIL AT P.O. BOX 37, MOUNT JOY, PENNSYLVANIA 17552. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO RENDER THE SAME RELIEF AS A COURT OF COMPETENT JURISDICTION WHEN RESOLVING DISPUTES REGARDING THE PRODUCT AND/OR THIS LIMITED WARRANTY. THE ARBITRATOR SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT IS VOID OR VOIDABLE. WHEN ALLOWED BY THE RULES OF ARBITRATION, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND REASONABLE ATTORNEYS' FEES.

Class Action Waiver: You and Fairway agree that any action between us arising from or relating to Fairway Products or this Limited Warranty will be arbitrated (or, if arbitration of the action is not permitted by law, litigated) individually and neither party will consolidate, or seek class treatment for any action unless previously agreed to in writing by both You and Fairway.

Where Coverage Is Available: This Limited Warranty applies in the continental United States. Additionally, this Limited Warranty applies to certain products outside the continental United States ("OCONUS") as indicated in and for the length of time as specified in Table 1. ALL FAIRWAY PRODUCTS INSTALLED IN LOCATIONS WHERE THIS LIMITED WARRANTY DOES NOT APPLY ARE SOLD "AS IS" AND WITHOUT WARRANTY OF ANY KIND.

Actions Must Be Commenced Within One Year: Any action relating to Fairway Products or the Limited Warranty must be brought within one year after any cause of action has accrued. No claims will be allowed after this one-year time period has expired. In jurisdictions where statutory claims or implied warranties and conditions cannot be excluded, all such statutory claims, implied warranties and conditions and all rights to bring actions for breach thereof expire one year (or such longer period of time if mandated by applicable laws) after the date of purchase. Some states do not allow limitations on how long an implied warranty or condition lasts, so the above limitations may not apply to you.

Limitation of Remedies: Remedies contained in this Limited Warranty are exclusive and represent the sole remedies available to the Owner or any other person or entity, including any mortgagee, insurer, or other party in interest for all matters regarding the Fairway Products. Obligations contained in this Limited Warranty are expressly in lieu of all other obligations, guarantees, warranties, and conditions expressed or implied. IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF FAIRWAY ARCHITECTURAL RAILING SOLUTIONS ARE EXCLUDED.

Some states do not allow exclusion or limitation of implied warranties or incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Limited Warranty and Arbitration Agreement gives you specific legal rights and you may also have other rights which vary from state to state. Invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

Definitions: Certain capitalized words have specific meanings:

"Owner" means the owner of the real estate at the time the Fairway Products are installed on that real estate. If you purchase a new residence from a builder and are the first person to occupy the residence, Fairway will consider you to be the Owner even though the Fairway Products were already installed.

"Purchase" means the retail purchase of the Fairway Products.

"Fairway" means Fairway Architectural Railing Solutions.

"Fairway Products" means the products listed in Table 1.

"Design-Build" means products designed and manufactured to custom specifications by Fairway or a third-party engaged by Fairway.

"Term" means the period of time this Limited Warranty lasts. The Term begins on the date of Purchase and continues, unless sooner terminated, for the applicable period as listed in Table 1.

"You" or **"Your"** means the Owner.

Notification to Fairway: The Owner must notify Fairway of any claims under this Limited Warranty by calling 1-800-598-5245 or by certified mail at P.O. Box 37, Mount Joy, Pennsylvania 17552 within thirty (30) days following discovery of a problem. If You fail to notify Fairway as provided herein all obligations of Fairway under this Limited Warranty and all applicable implied warranties and conditions shall terminate. Notice to your contractor, dealer or home builder is NOT notice to Fairway.

Right of Inspection and Claim Processing: Fairway shall have a reasonable time after notification to process a claim. The Owner shall provide Fairway with reasonable access to the Fairway Products for purposes of inspection. If requested by Fairway, the Owner must complete and deliver to Fairway, at the Owner's expense, a warranty questionnaire, photographs of the Fairway Products, proof of Purchase of the Fairway product, an estimate to replace or repair the affected area, and samples of the Fairway Products. If reasonable access is denied or made subject to unreasonable conditions by the Owner, or if the Owner fails or refuses to cooperate in Fairway's investigation of the claim (such as by failing to provide samples of the affected Fairway Products, proof of Purchase, photographs, estimate, or a completed warranty questionnaire), Fairway's obligation under this Limited Warranty shall immediately terminate. If Fairway determines there are manufacturing defects covered by this Limited Warranty, Fairway will have a reasonable time after receipt of notification to process the Owner's claim.

No Transfer Permitted: This Limited Warranty may not be sold, assigned or transferred in any manner whatsoever. Any assignment, sale or transfer of this Limited Warranty or the real estate on which the Fairway Products are installed shall immediately terminate all liability of Fairway, all warranties contained herein or hereunder and any applicable implied warranties, including warranties or conditions of merchantability and fitness for a particular purpose.

Important to Remember: Determination of the suitability and safety of any particular use or application of Fairway Products is solely the responsibility of the Owner. The Owner should consult local building and safety codes for specific requirements. Fairway is not responsible for: (1) the cost of labor for installing replacement products, subject to the Design-Build installation warranty stated below; (2) the cost of any materials (other than the replacement Fairway Products as provided herein) including, without limitation, sub-structure, supporting structure, etc.; or (3) the cost of removing or disposing of Fairway Products or other materials which are to be replaced. Replacement Fairway Products will be warranted only for the remainder of the original Term. Tender of payment of the cost of replacement Fairway Products shall terminate all liability of Fairway under this Limited Warranty and all applicable implied warranties.

TABLE 1

Product	Residential Term	Commercial Term	OCONUS
Vinyl (V100, V200, V400, V500)	Limited Lifetime	20 Year	30 Year Residential, N/A Commercial
Aluminum (A200, A300)	15 Year	15 Year	10 Year
Composite (CP300)	20 Year	10 Year	N/A
Cellular PVC (P300)	Lifetime	20 Year	30 Year Residential, N/A Commercial
Steel (S100)	15 Year	15 Year	10 Year
Stainless Steel Infill	10 Year	10 Year	N/A
Horizontal Baluster Infill	10 Year	10 Year	10 Year
Mesh Infill	15 Year	15 Year	10 Year
Aluminum Baluster Infill	15 Year	15 Year	10 Year
Acrylic Panel Infill	10 Year	5 Year	5 Year
Low Voltage Lighting	2 Year	2 Year	2 Year
Solar Lighting	2 Year	2 Year	2 Year

Limited Warranty in the Event of a Manufacturing Defect: If Fairway Products that have been installed in strict accordance with Fairway's installation instructions are determined to have, as a direct result of a manufacturing defect, excessive degradation, split, checked, splintered or suffered termite damage, Fairway's obligation is limited to providing the Owner with the cost of a prorated portion of the replacement Fairway Products for those determined to be defective. The quantity of the replacement product will be prorated over the Term of this Limited Warranty. This is Fairway's maximum obligation under this Limited Warranty. Fairway is not responsible for the cost of any labor. Proration shall be determined by dividing the number of months remaining in the Term by the total number of months of the Term. For example, if Fairway is notified of a limited warranty claim at a time when 100 months remain on the Term in a 300-month Term, Fairway's maximum obligation is to provide the cost for one-third of the replacement product. The remaining cost shall be the responsibility of the Owner.

Design-Build Installation and Powder-Coat Finish Warranties: During the first year from the purchase date, Fairway warrants installation of Fairway Design-Build products that has been completed by Fairway technicians. This warranty for Design-Build products is in addition to the warranties in the event of a manufacturing defect. Fairway warrants the Design-Build products during the first year immediately following installation for correctness of installation according to the specifications stated in the signed contract between the Owner and Fairway. For the avoidance of doubt, this installation warranty applies only to Fairway Design-Build products.

Fairway Design-Build products with a powder-coated finish may also carry a powder-coat finish warranty that depends on the AAMA specification selected by You.

Exclusions from Coverage: Fairway Products located in higher-traffic areas may show wear earlier than other areas. Dragging objects across the Fairway Products may cause surface scratches. Color variation may occur naturally in the manufacturing process and, in the case of natural lumber, should be expected. Surface wear, scratches, minor degradation and color variation are not defects and are excluded from coverage under this Limited Warranty. In addition, Fairway shall not be liable under any circumstances and shall have no obligation for:

1. Fairway Products not installed in strict accordance with Fairway's written installation instructions.
2. Use of Fairway Products in applications not permitted by applicable building codes.
3. Damage to any building or supporting structure, either exterior or interior, or any property contained therein or for injuries or damages of any kind whatsoever.
4. Corrosion of screws and other fastening devices that may be used or required for specific application circumstances in the assembly or installation of the Fairway Products.
5. The cost of removal, reinstallation or disposal of any Fairway Products, or for any costs associated with such, including labor, freight or taxes.
6. Variations in uniformity of color, variations or natural changes in color, weathering, color fading and natural efflorescing. 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 Fairway is not responsible for any color differences that may occur. Fairway is not responsible for discontinuance of a color.
7. Staining or discoloration due to foreign substances including, but not limited to food, beverages, dirt, oil, grease and chemicals found in cleaners not approved for use in Fairway's written care and cleaning instructions, or for any staining or damage to the Fairway Products caused by abrasive compounds, paints or stains, solvents, metallic rust, or other nonfood or non-beverage substances, including, but not limited to, biocides, fungicides, insect repellent, insecticides, plant foods or bactericides, motor oil and suntan/sunscreen lotions.
8. Environmental conditions including, but not limited to, air pollution, mold and mildew.
9. Damages resulting from Acts of God (including, but without limitation, flooding, lightning, wind, hurricane, tornado, hail, flooding or other violent storm or casualty).
10. Damage caused by movement, distortion, collapse or settling of the ground, building or supporting structure.
11. Damage caused by heat sources including, without limitation, fire, Low-E glass and other enhanced or concentrated solar reflectivity, or from any other heat source.
12. Damage caused by improper handling, shipment and/or storage.
13. Damage caused by neglect, abuse, misuse or improper upkeep and maintenance.
14. Damage caused by chemical erosion, oxidation, or galvanic action.
15. Damage caused by factors that are beyond the reasonable control of Fairway. The serviceable life of the Fairway Products is affected by several factors, such as quality of installation, maintenance and normal wear and tear. These are all factors beyond Fairway's control and for which Fairway makes no warranty.

NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF FAIRWAY, OR ANY PERSON OTHER THAN FAIRWAY'S PRESIDENT, HAS AUTHORITY TO ASSUME FOR FAIRWAY ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE PRODUCTS EXCEPT AS DESCRIBED HEREIN.

THIS LIMITED WARRANTY APPLIES TO FAIRWAY PRODUCTS PURCHASED ON OR AFTER MARCH 15, 2021, AND SUPERSEDES ALL PREVIOUSLY PUBLISHED WARRANTIES FOR SUCH PRODUCTS. THIS FORM IS NOT TO BE COPIED OR REPRODUCED IN ANY MANNER.

The terms and conditions of the Limited Warranty and Arbitration Agreement for Fairway Products may change periodically. The Limited Warranty set forth above was the Limited Warranty offered by Fairway at the date of printing. Only the Limited Warranty offered by Fairway at the time of your purchase of the Fairway product shall apply. Consult Fairway's website at fairwayrailing.com for current Limited Warranty information.

Installation Instructions: Printed installation instructions for Fairway Products are available upon request. Call 1-800-598-5245 or visit <https://www.fairwayrailing.com/resources/installation-guides-2/>.

Invalidity or unenforceability of any provision herein (except the class action waiver and mandatory binding arbitration provisions) shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect. In the event the class action waiver and/or the mandatory arbitration provisions are determined to be invalid or unenforceable the entirety of this limited warranty (except this paragraph) shall be null and void and the product is sold as-is and where is, with no warranty of any kind.