



## LIMITED WARRANTY



PEAK PRODUCTS MANUFACTURING INC. or  
PEAK PRODUCTS AMERICA INC. and PEAK CORPORATION

### COVERAGE

1. Subject to the following limitations, terms and conditions, Peak Products Manufacturing Inc. warrants to each individual (hereinafter, the "Owner") who (i) purchases a Product (as defined herein), (ii) uses the Product solely for Residential Purposes (as defined herein) and (iii) is a resident of Canada at the time of the purchase of the Product, and Peak Products America Inc. and Peak Corporation warrants to each individual (hereinafter, the "Owner") who (i) purchases a Product (as defined herein), (ii) uses the Product solely for Residential Purposes (as defined herein) and (iii) is a resident of the United States of America at the time of the purchase of the Product, that the Product is free from defects in material and workmanship in the course of manufacture and that the finish on the Product will not chip, peel, flake or blister under conditions of ordinary use and wear for a period of 20 years commencing from the date of its purchase by the Owner, if installed and maintained according to the specifications and instructions of Peak Products Manufacturing Inc. or Peak Products America Inc. and Peak Corporation, as the case may be, (hereinafter, the "Peak Company" and collectively, the "Peak Companies"). In order to claim under this Warranty, the Owner must provide the applicable Peak Company:

- prompt written notification of any defect in the Product including a full description of the defect and a photograph of the same;
- an original purchase receipt from an authorized Peak Company dealer; and
- proof, in a form satisfactory to the Peak Company, that each of the other conditions specified herein have been satisfied.

2. Residential Purposes is defined in this Warranty as the installation of the Product onto a single family detached housing unit or onto a detached duplex housing unit, as the case may be, that is owned by the Owner and occupied by him or her as a place of residence and that is not used either in whole or in part as a rental property or for any other purpose.

3. Product is defined in this Warranty as any one or more components of the RAILBLAZERS® Aluminum Railing System manufactured by or on behalf of the Peak Company.

### LIMITATIONS

4. This Warranty covers only genuine Products of the Peak Companies which are purchased by the Owner from an authorized Peak dealer. This Warranty does not cover damage of any kind resulting from:
- normal wear, tear, weathering and the damaging effects of sunlight and extremes of weather and atmosphere that may cause any surface to fade, chalk, or become soiled or stained;
  - claimed defects, malfunctions or failures that result in whole or in part from abuse, misuse, neglect or improper installation, assembly or maintenance;
  - accidental or intentional damage, collision, crash, impact of foreign objects or vandalism;
  - settlement, structural shrinkage, distortion or expansion of the property or property structure;
  - harmful or corrosive chemicals, including harmful cleaning compounds and pesticides, fumes, or vapours;
  - surface deterioration due to air pollution, seacoast environment, airborne stains, mould, or mildew;
  - warping or distortion due to exposure to excessive heat sources or exposure to unusual or excessive reflective heat sources;
  - cracking or crazing due to cold temperatures; and
  - fire, lightning, flooding, hurricane, tornado, windstorm, earthquake, hail, other acts of God, or any other causes beyond the contemplation of the Peak Company.

### OTHER LIMITATIONS

5. THIS WARRANTY IS VOID AND NO PEAK COMPANY SHALL HAVE ANY RESPONSIBILITY OR LIABILITY IF:

- the Product was not purchased new from an authorized Peak Company dealer;
- the Product was installed or used with a competitor's product or system, or used with a product or system not within the contemplation of the Peak Company;

- the Product was installed using improper fasteners, methods or techniques, or in nonconformity with applicable building codes or best building practices; or
- repairs, modifications, alterations or any changes of any kind were undertaken on the Product without prior written authorization from the peak company.

6. This Warranty is for the exclusive benefit of the Owner whose property the Product was installed on and is not transferable.

7. Should the Product be determined by a Peak Company to be covered by this Warranty, the Peak Company will refund the original purchase price, or repair, replace, or refinish the Product at the sole option of the Peak Company, whose decision will be conclusive and binding. The Peak Company's obligations under this Warranty will in no event exceed the purchase price of the Product found to be defective. Fasteners and the costs of installation and removal and freight are excluded from this Warranty. Any additional costs and expenses beyond the original purchase price are the Owner's sole responsibility and are excluded. In the event of repair, replacement or refinishing under this Warranty, the Warranty applicable to the replacement material or to the repaired or refinished product will extend only for the time remaining under the original Warranty.

8. Each Peak Company reserves the right to discontinue or change any design or colour of the Product at any time and without notice or liability. If, for any reason, the Product of the type originally installed is no longer available from the Peak Company at the time that the Peak Company acknowledges that a claim will be covered, the Peak Company may refund the original purchase price or substitute another product determined by the Peak Company in its sole and absolute discretion to be of comparable quality and price.

**9. THIS WARRANTY IS THE OWNER'S EXCLUSIVE REMEDY AND SUPERSEDES ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED. ALL OTHER REMEDIES, OBLIGATIONS AND CONDITIONS, LIABILITIES, RIGHTS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, ARISING AT LAW OR OTHERWISE, INCLUDING ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS, OR ARISING FROM COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, ARE DISCLAIMED BY EACH PEAK COMPANY AND WAIVED BY THE OWNER. NO PEAK COMPANY SHALL BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY LOSSES OF ANY KIND.**

10. Some provinces, states and other jurisdictions may not allow some or all of the limitations set forth herein, or the exclusion or limitation of incidental or consequential damages. If any provision is found to be unenforceable, only that provision shall be stricken and all others shall apply. This Warranty does provide the Owner with certain legal rights and recourse and the Owner may possess other rights or recourse, depending on the province, state or other jurisdiction.

11. This Warranty shall be governed and construed in accordance with the laws of the Province of British Columbia, excluding its conflict of laws rules, and the Owner irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia in the event of any proceeding or dispute under this Warranty.

### SUBMITTING A CLAIM

12. If the Product appears to be defective, please write to the applicable Peak Company at P.O. Box 96060 Richmond, British Columbia, Canada V7A 5J4 enclosing the documentation specified in Section 1, above.

### INSTALLATION AND MAINTENANCE

13. It is essential to fully read and follow the installation and maintenance instructions which accompany the Product. Failure to do so may result in damage or injury, for which the Peak Companies accept no responsibility.