

Rockport Railing Lifetime Limited Warranty

Warranty applies to original purchaser only and is therefore non-transferable

Subject to the terms, conditions and limitations stated herein, Barrette Outdoor Living warrants to the original purchaser that, when subject to normal and proper use, each Barrette Outdoor Living Rockport Railing component (hereafter "Product" or the Product) will be covered as follows:

YEAR 1 through 2: Covers replacement labor and materials for failures relating to component failure & workmanship.

YEAR 3 through 10: Covers material only for failures relating component failure & workmanship.

YEAR 11 through original purchaser's lifetime: Covers materials only for failures relating to component failure.

Component Failure: PVC, Aluminum, Stainless Steel components, will not crack, rot, rust or lose their structural integrity for the lifetime of the original purchaser. The raw material used in Rockport Railing components is subject to a limited warranty (generally 25 years) by the manufacturer of the raw material as is set forth in that manufacturer's limited warranty. See the manufacturer's limited warranty for its terms and applicability.

LIMITATIONS-CONDITIONS NOT COVERED BY THIS WARRANTY

Expansion and Contraction - Wear and Tear - Mold and Mildew:

Barrette Outdoor Living's obligations under this warranty apply to the original purchaser only and are limited, in Barrette Outdoor Living's sole and exclusive option and discretion, to replacement of defective product during the Lifetime Limited Warranty period or a refund of the original of the defective product, other than stated in year 1 & 2 above. This warranty does not cover, and Barrette Outdoor Living is not liable for, damage or failure of the product as a result of one or more of the following: intentional or unintentional misuse or damage to the product; abuse, impact of foreign objects; accident, dirt, sand liquids, improper storage, acts of nature; improper installation of the product or its structural supports; failure to abide by all Barrette Outdoor Living guidelines; movement, settlement, distortion, warping or cracking of the product's structural supports or accessories used in connection therewith; physical abuse, vandalism, riot insurrection, improper maintenance; wear, tear, damage incurred in transit, modifications, use of incompatible accessories or other products that a product defect or failure to occur; pollution, acid rain, mold or mildew, application of chemicals or vapors to the product; and ordinary and expected weathering due to exposure to the elements, which for purposes of this warranty is defined to be fading, chalking or darkening of the surface of the product due to exposure to ultra-violet light and extremes of atmospheric conditions that are unique to or may vary in each geographical location. This warranty does not cover painted finishes, stains, or coatings applied to the product by the original purchaser or any third party. All claims under this Lifetime Limited Warranty must be made within 45 days from the time the defect is discovered and while the product is originally installed. Barrette Outdoor Living shall be given a reasonable opportunity to inspect and test the product, its installation and the environment in which it was used prior to removal. Failure to comply with this notice and inspection provisions shall void all warranties with regard to product. This Lifetime Limited Warranty may not be altered or amended except in a written instrument signed by

Barrette Outdoor Living and the original purchaser. No dealer or other person or entity is authorized by Barrette Outdoor Living to make statements or representations regarding the performance of the product except as contained in the Lifetime Limited Warranty, and Barrette Outdoor Living shall not be bound by any such statements other than those contained herein. This Lifetime Limited Warranty only applies to the original property and original purchaser and shall not be assignable or transferable by the purchaser.

EXCEPT FOR THE LIFETIME LIMITED WARRANTY SET FORTH ABOVE, BARRETTE OUTDOOR LIVING MAKES NO CLAIMS AND DISCLAIMS, ALL OTHER REPRESENTATIONS, GUARANTIES, CONDITIONS, AND WARRANTIES CONCERNING THE PRODUCTS, WHETHER DIRECT OR INDIRECT EXPRESSOR IMPLIED, OR ARISING UNDER ANY STATUTE, ORDINANCE, COMMERCIAL USAGE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION AS TO THE SUITABILITY, DURABILITY DESIGN, OPERATION, OR CONDITION OF THE PRODUCTS (OR ANY PART THEREOF) OR THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR A PARTICULAR PURPOSE, OR RELATING TO THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHT USED OR INCLUDED THEREIN. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THIS LIFETIME LIMITED WARRANTY. SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND / OR LIMITATION OF LIABILITY SO THE ABOVE DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY. THE CUSTOMER MAY ALSO HAVE DIFFERENT AND / OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE.

The customer acknowledges and agrees that Barrette Outdoor Living shall not be responsible for any damages that the customer may incur from delayed shipment, product failure, product design, selection, or production or from any other cause, whether liability is asserted in contract, tort (including negligence and strict product liability) or otherwise. In no event shall Barrette Outdoor Living be liable for any indirect, incidental, consequential or special damages of any kind (including without limitation loss of profits or loss of use), whether or not Barrette Outdoor Living shall be or should be aware of the possibility of such potential loss or damage.

WARRANTY CLAIMS

If a covered defect occurs within the Lifetime Limited Warranty Period, the original purchaser must notify Barrette Outdoor Living in writing, which shall include the proof of purchase, invoice or receipt identifying the products, place of purchase, and identity of the original purchaser, a picture of the defective product and a written description detailing the nature of the defect and a copy of the claimants photo identification to:

Barrette Outdoor Living

8 Morin Street

Biddeford, ME 04005

Barrette Outdoor Living reserves the right to investigate any claim hereunder and reject non-conforming and ineligible claims without notice to the customer, upon verification of a claim, Barrette Outdoor Living shall, at its sole and exclusive option, either arrange for the delivery of replacement product or issue a refund equal to the original cost of the defective product only. Barrette Outdoor Living will make every endeavor to review claims within 90 days of receipt of all required documentation.