



# SLX InvisiRail Lifetime Limited Warranty

## ELIGIBILITY

InvisiRail, Inc. (the "Warrantor") is pleased to extend this Warranty to you, the original consumer/end user (the "Consumer") of the SLX InvisiRail product. This Warranty is valid for SLX InvisiRail Railings ("Railing Product") used in standard residential applications, and may not be assigned or transferred by you.

## LIFETIME LIMITED WARRANTY

Warrantor, at its sole option, will replace or refund a prorated portion of the purchase price for any SLX InvisiRail Railings used in a decking/railing application where the coated surface chips, cracks, checks, chalks or peels. Warrantor will also, at its sole option, replace or refund a prorated portion of the purchase price for any manufacturing defects in any tempered glass material, stainless steel or aluminum for your SLX InvisiRail Railings used in a decking/railing application.

Warrantor shall have no further liability or obligation except as expressly stated herein. If a claim is made under this Warranty on a product that is no longer available, Warrantor reserves the right to provide a similar product of equivalent quality and value.

## TWENTY-FIVE-YEAR REPLACEMENT WARRANTY

If a Railing Product is proven to be defective and eligible for replacement or refund under the terms of this Warranty and was installed in strict accordance with the installation instructions, Warrantor will provide replacement product or a prorated refund of the purchase price, ("Replacement Costs"). Replacement Costs will be prorated as set forth in the "Prorated Refund Schedule" and based off of the reasonable and customary Replacement Costs on the date of the original purchase. This amount shall not be adjusted for inflation.

### *Prorated Refund Schedule*

<b>Years Since Purchase</b>	<b>% Purchase Price Covered</b>
Years 1 - 6	100%
Years 7 - 10	80%
Years 11 - 14	60%
Years 15 - 18	40%
Years 19 - 21	20%
Years 22 - 25	10%

## LIMITATIONS ON WARRANTY

The Warranty does not apply to any product that:

- Is damaged by physical abuse, acts of God, acts of war, exposure to acid rain or other chemical or biological factors.
- Has not been installed or maintained in accordance with Warrantor's installation and maintenance instructions .
- Has been abused or placed under or subjected to abnormal residential use conditions.
- Has been used, modified or otherwise treated in any manner other than as intended by Warrantor.
- Has been stored improperly prior to installation, resulting in excess exposure to moisture.
- Has been subjected to welding, bending, drilling, cutting or other fabrication not called for in Warrantor's installation guidelines
- Has been exposed to a corrosive environment, including the use of adhesive tapes, sealants or mastics in direct contact with the coated product.
- Is damaged by continuous exposure to salt water conditions when installed within one (1) mile of any coastal salt water.

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Failure to follow any restrictions or warnings supplied with the Product shall make the Warranty null and void and of no further effect. Warrantor reserves the right to investigate any claim and to inspect any product for which a claim is made. Any construction or use of this product must be in accordance with all local zoning and/or building codes. The Consumer assumes all risk and liability associated with the installation or use of this product.

Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

**WARRANTOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR OWNERSHIP OF THIS PRODUCT.**

The limited warranties expressly provided in this document are the only warranties given on the Product and are in lieu of all other warranties, and InvisiRail expressly disclaims all other warranties of any kind, whether express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose or intended use.

**CLAIM PROCEDURE**

To make a claim under this Warranty to receive replacement product, the original owner must, within 90 days of actual or constructive notice of damage covered by this Warranty, do the following:

1. Prepare a letter that includes the following information:
  - A list of the number of pieces and the size of each piece for which the claim is made.
  - Proof of Purchase of the product, as shown on the original invoice.
  - Proof of Warranty, as evidenced by the original product label, or a copy of the mark on the product.
  
2. Mail the above information to:  
**InvisiRail Inc**  
**6050 Owen Rd**  
**Uxbridge, ON L9P 1R1**

**THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. WARRANTOR DOES NOT MAKE ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR A PARTICULAR PURPOSE.**

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