

Safety Rail Systems Limited (5) Five Year Warranty

Maxam Metal Products Ltd. ("Maxam") warrants to the original buyer of the Safety Rail Systems purchased by such original buyer to be free from material defects in workmanship for a time period of five years under normal use from the date of initial shipment from Maxam's facility. In the event of any such material defect during such five-year warranty period, Maxam's liability is limited solely to the supply only of replacement goods not complying with this warranty, or at Maxam's sole option, a credit of the paid purchase price to the original buyer.

This warranty excludes any installation, removal and freight costs involved in the product replacement. Maxam further excludes any responsibility for incidental or consequential damage of any nature directly or indirectly arising from the condition or use of the products or from any other cause, the exclusive remedy against Maxam being to require the replacement or repair of defective products. This warranty is the sole and exclusive warranty provided to the original buyer. There are no warranties which extend beyond the description on the face hereof. Maxam hereby disclaims all other warranties, express and implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

- Installation is the responsibility of the contractor and is not included in this guarantee.
- Maxam reserves the right to alter the details or design of its products without notice.
- Maxam suggests periodic checks to ensure fittings have not become loose. Inspection of the attaching points on curb to ensure water tightness at 6 month intervals. Mill finish galvanized steel or factory applied finish should be maintained on a regular schedule to realize maximum life of product.

Maxam is not liable for :

- Normal wear and tear; natural weathering of surfaces.
- Damage caused by chemicals or a harsh environment unless otherwise stated above.
- Product failure due to misuse or abuse; damage caused by failure to properly finish and provide maintenance, by alteration or modification to the product or as a result of any cause beyond the control of Maxam.
- Improper installation not in conformance with Maxam's installation instructions or current industry standards; problems related to flaws in building design or construction.
- Damage or poor product performance resulting from installation into a condition that exceeds product design standards and/or certified performance specifications and/or is not in compliance with building codes.
- Product or component performance decline due to aging, natural processes or failure to provide proper maintenance.
- Incidental or consequential damage.

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This warranty document sets forth Maxam's maximum liability for its products. Maxam shall not be liable for special, indirect, consequential, or incidental damages. The original buyer's sole and exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever shall be as specified above. Maxam makes no other warranty or guarantee, either express or implied, including implied warranties of merchantability and fitness for a particular purpose to the original purchaser or to any subsequent user of the product, except as expressly contained herein. In the event state or provincial law precludes exclusion or limitation of implied warranties, the duration of any such warranties shall be no longer than, and the time and manner of presenting any claim thereon shall be the same as, that provided in the express warranty stated herein.

Any dispute, controversy or claim arising out of or relating to this warranty, any alleged breach thereof, or the use or sale of the products to which this warranty applies shall be resolved by mandatory and binding arbitration administered by the British Columbia International Commercial Arbitration Centre in accordance with its International Commercial Arbitration Rules of Procedure. Original buyer agrees that it may assert claims against Maxam in its individual capacity only, and not as a plaintiff or class member in any purposed class action proceeding.

No distributor, dealer or representative of Maxam has the authority to change, modify or expand this warranty. The original buyer of this Product acknowledges that they have read this warranty, understands it and is bound by its terms and agrees to provide this warranty to the original owner of the structure into which the Product is installed.

Project Name:	
Purchasing Company Name:	
Purchase Order Number:	
Model Numbers:	
* Warranty Start Date:	
* Maxam Signature to Validate Warranty:	

* To be filled in by Maxam Metal Products.

Manufactures of

VAN-MET ®

Architectural Products

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