## Fathom™ Steel Railing Transferable Limited Warranty



## Who is covered:

- A fifteen (15) year limited warranty covers single-family residential properties only. This limited warranty extends to the original purchaser and one (1) individual transferee as specified herein.
- A ten (10) year limited warranty covers any other type of building or property including those owned by corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowner associations, cooperative housing arrangements and apartment buildings.
- For product located on property within 1 mile or less from the coast line, a one (1) year limited warranty covers any type of building or property including those owned by corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowner associations, cooperative housing arrangements, apartment buildings and single-family residences.
- The warranty period shall begin the date of Product purchase.

What is covered: MoistureShield, Inc warrants that its steel railing products ("Product") will be free from defects in material and workmanship for the warranty period. MoistureShield, Inc warrants the Product against cracking, peeling, blistering and corrosion, or abnormal discoloration/fading\* under normal atmosphere and weather conditions.

\*After prolonged exposure to outdoor environments, all products will experience some gradual fading over time and is considered normal (up to a standard variation determined by Delta E color measurement, not to exceed Delta 5). Degrees of fading vary depending on geographical location, air pollution, exposure and other factors.

This limited warranty is valid beginning on the date of Product purchase. MoistureShield, Inc will pay for reasonable documented labor charges incurred within the first two (2) years from Product purchase for the removal of defective or non-conforming product and reinstallation of new product.

What this warranty does not cover: This limited warranty does not cover damage resulting from: misuse, abuse, improper storage or handling, improper installation, other steel products and accessories that are not manufactured by MoistureShield, Inc, or manufactured for specific use in steel railing applications; impact of foreign objects, fire, earthquake, flood, lightning, hail, hurricane, tornado, high winds or other casualty or act of God; movements, distortion, collapse or settling of ground or structure on which the railing is installed; weathering/discoloration due to UV or temperature; pollutants and chemicals including pool and ice removal chemicals; staining from foreign substances; exposure to salt water if proper care and maintenance is not adhered to. This limited warranty does not cover costs of removal or disposal of product, or reinstallation of replacement product, except as provided above.

What MoistureShield, Inc. does to remedy the problem: Should your MoistureShield, Inc product prove defective under warranty, visit the website or call the phone number listed below. MoistureShield, Inc requires written notice or phone call within thirty (30) days of discovering the defect and you must show original proof of purchase receipt. You will be required to provide to MoistureShield, Inc pictures and/or samples of the defective Product. If it is determined by MoistureShield, Inc, in its sole discretion, the Product has a manufacturer defect in material or workmanship, MoistureShield, Inc will replace with new or equivalent products. If the Product is discontinued, MoistureShield, Inc will replace the Product with a product in comparable quality or price range.

MoistureShield, Inc reserves the right to discontinue or modify any of its products, including the color of its products without notice to the purchaser.

MoistureShield, Inc does not warrant that any replacement material will match or be identical to the original Product as replacement products may vary in color or gloss in comparison to the original Product as a result of normal weathering.

Transferee Coverage: Limited warranty coverage may be extended to one (1) transferee with the following limitations: the one (1) transfer shall only be from residential homeowner (original Product purchaser) to a second homeowner. The warranty is valid fifteen (15) years from the date of the original purchase.

The ten (10) year limited warranty for commercial installations cannot be transferred. This limited warranty does not cover railing donated, purchased on clearance, or at auction.

Registration: To activate this warranty, fill out the product registration form on the website listed below, or mail a completed registration card to MoistureShield, Inc. Registration of Product must be within thirty (30) days from date of Product purchase for warranty to be valid.

Except as expressly set forth in this warranty, MoistureShield Inc. HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION, WARRANTY, PROMISE, GUARANTEE OR OTHER ASSURANCE OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, RELATING TO THE PRODUCT. STATE LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT YOU MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO DISTRIBUTOR, DEALER OR OTHER PERSON IS AUTHORIZED BY MOISTURESHIELD INC. TO CHANGE THIS WARRANTY OR TO MAKE ANY ADDITIONAL REPRESENTATION, WARRANTY, PROMISE, GUARANTEE OR OTHER ASSURANCE ON BEHALF OF MOISTURESHIELD, INC. RELATING TO THE PRODUCT. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY STATE TO STATE.

LIMITATION OF LIABILITY: THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND MOISTURESHIELD, INC.'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. MOISTURESHIELD, INC.'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL MOISTURESHIELD, INC. BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTIAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY IS VALID ONLY IN THE UNITED STATES AND CANADA.

This warranty is effective for products purchased after June 1, 2023.

This warranty can also be found online at moistureshield.com

In case of a warranty claim, call 866-541-1729 or email msrailing@barretteoutdoorliving.com