



10 Year Limited Warranty DesignRail® Aluminum Railing Kits

Subject to the terms and conditions set forth herein, Feeney, Inc. ("Feeney") provides this 10 Year Limited Warranty ("Limited Warranty") only to the person or entity that owns the real property where the DesignRail® Aluminum Railing Kits, including all parts and components thereof (collectively, the "Product") are installed (the "Original Purchaser") and only for the Product purchased and delivered within the United States. Unless otherwise provided in this Limited Warranty, any questions or concerns regarding the Product or this Limited Warranty shall be made to Feeney by phone at (800) 888-2418 or by facsimile at (510) 893-9484.

1. Limited Warranty. Except as otherwise stated herein, Feeney warrants that for a period of ten (10) years from the date of original purchase, the Product shall be free from material defects in workmanship and materials under normal use, conditions, installation and maintenance in accordance to the Product specifications and procedures described in the installation and maintenance instructions (the "Warranty Period").

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR AND OF THE PRODUCT. FEENEY MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES ARISING FROM COURSE AND DEALING AND USAGE OF TRADE AND ALL SUCH EXPRESS OR IMPLIED WARRANTIES ARE HEREBY DISCLAIMED. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY AND ALL REPRESENTATIONS OF WARRANTY, EXPRESSED OR IMPLIED, MADE BY ANY SALES REPRESENTATIVES OR AGENT OF FEENEY ARE HEREBY FURTHER DISCLAIMED.

2. Exclusions. This Limited Warranty does not cover and Feeney assumes no responsibility or liability for damages or injury arising from, caused by or related to:

(a) Use, care, maintenance and handling of the Product by a party other than the Original Purchaser including without limitation, use of the Product with any product or system not designed, produced or manufactured by Feeney or otherwise designated by Feeney in writing as being compatible with the Product;

(b) Failure by Original Purchaser to observe any safety procedures or precautions in the use, care and handling of the Product;

(c) Installation, removal or shipping costs of the Product, including, without limitation, installation of the Product on, to, or with any products or systems not designed, produced or manufactured by Feeney or otherwise designated in writing by Feeney as being compatible with the Product;

(d) Any Product whose identifying marker, has been altered, tampered with, defaced or removed;

(e) Any Product that has been subject to improper or incorrect maintenance or repair;

(f) Any Product that has been damaged by negligence, accident, mishandling, abuse, faulty installation, or has otherwise been maintained, handled, or operated inconsistent with or in contravention with the procedures described in the installation and maintenance instructions or in violation of the Product specifications or local building codes;

(g) Any Product that has been purchased or acquired from a party other than Feeney or its authorized dealer, including but not limited to, any Product purchased from an Original Purchaser of Feeney;

(h) Any Product that has been purchased through an inventory clearance or liquidation sale or other sale in which Feeney expressly disclaims its warranty obligation pertaining to such Product;

(i) The ordinary wear and tear of the Product; or

(j) The condition of the Product caused by or resulting from weathering, scratching, discoloration, tarnishing or performance caused by exposure to corrosive elements or atmospheric contaminants such as salt spray, salt air, chemicals, and pollution; vandalism; surface oxidation; settlement, structural shrinkage, distortions or expansions of the property or structures on property on which the Product is installed, affixed or otherwise placed; fire, flood, acts of God or other causes beyond the control of Feeney. Discoloration of the Product shall not be considered a defect covered by this Limited Warranty.

3. Remedies.

(a) Repair; Replacement or Refund. Under this Limited Warranty, if a defect arises and a valid claim is received by Feeney within the Warranty Period in accordance with the provisions of *Section 6* below, Feeney shall, at its option and to the extent permitted by law, either (i) repair the Product, at no charge, using new or refurbished replacement parts; (ii) exchange or replace the Product with a new or refurbished Product, or if such Product is no longer available, exchange or replace the Product with a substitute product that Feeney, in its sole and absolute discretion, determines to be of comparable quality and price to the Product being replaced; or (iii) refund the purchase price of the Product. Any refurbished parts or Product used or provided by Feeney hereunder shall be substantially equivalent or superior in all material respects, as determined by Feeney in its commercially reasonable judgment, to the defective Product. Subject to the same limitations and exclusions set forth in this Limited Warranty, any replacement parts used or provided by Feeney will be warranted for the remainder of the Warranty Period or ninety (90) days, whichever is longer.

(b) Ownership Upon Replacement or Refund of Product. In the event that the Product is exchanged or replaced, the replacement item becomes the property of the Original Purchaser and the replaced Product shall become the property of Feeney upon replacement. In the event Feeney elects to refund the purchase price, delivery by Feeney of such refund shall be made within a reasonable time from the date such Product is returned to Feeney and, upon delivery by Feeney of the refund, the returned Product shall become the property of Feeney.

THE REMEDIES PROVIDED ABOVE ARE THE ORIGINAL PURCHASER'S SOLE REMEDIES FOR ANY DEFECT WITH RESPECT TO THE PRODUCT. CORRECTION OF ANY NON-CONFORMITY OR DEFECT IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE COMPLETE FULFILLMENT OF ALL OF THE LIMITED WARRANTY LIABILITIES OF FEENEY WHETHER THE CLAIMS OF THE ORIGINAL PURCHASER ARE BASED IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE WITH RESPECT TO THE PRODUCT.

4. Limitation of Damages. **NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, FEENEY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AND ANY AFFILIATED COMPANIES SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND FEENEY'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE PRODUCT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.**

5. "As Is". Except for the Limited Warranty provided herein, the Product is provided "As Is," without warranty of any kind whatsoever, including, without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement. If any implied warranty cannot be disclaimed in any territory where a Product is sold, the duration of such implied warranty shall be limited to the duration of the applicable Warranty Period set forth in this Limited Warranty. Except as expressly covered under this Limited Warranty, the entire risk as to the quality, selection and performance of the Product is with the Original Purchaser.

6. Procedure for Submitting Claim and Returning Defective Product. Upon discovery of any defect in the Product to which this Limited Warranty applies, the Original Purchaser shall notify Feeney in writing, at the address set forth below, of such defect, which such writing shall set forth, in detail, the nature and scope of the defect claimed and shall be accompanied by a copy of the original receipt or invoice for the Product. In addition, the Original Purchaser shall contact Feeney for specific instructions regarding the return of any Product and shall thereafter deliver such defective Product pursuant to Feeney's instructions, freight prepaid, in either its original packaging or packing providing an equal degree of protection. Feeney reserves the right to inspect the Product for which a claim is being made hereunder upon receipt of the written notice described herein. Unless otherwise provided in writing by Feeney, written notice of any defect under this Limited Warranty shall be addressed to Feeney as follows:

Feeney, Inc.
2603 Union Street
Oakland, California 94607

7. Returns of Non-Defective Product. Subject to the terms and conditions contained in this *Section 7*, if the Original Purchaser is dissatisfied with the Product for any reason (other than a claimed defect), the Original Purchaser may return said Product to Feeney within thirty (30) days from the date of original purchase for a refund of the full purchase price for said Product less the restocking fee described below and any costs incurred by Feeney in connection with the return of said Product; provided, however, that Original Purchaser shall contact Feeney to obtain

instructions as to the address where such Product should be returned. The refund described herein shall be made to the Original Purchaser within thirty (30) business days of receipt by Feeney of the returned Product and shall be in the form of a check or credit to the credit card used to purchase said Product, as applicable. Any Product returned pursuant to this *Section 7* shall be (a) accompanied by a copy of the original receipt or invoice, along with a written notice setting forth that the return is being made pursuant to this *Section 7*; (b) in its original condition; and (c) subject to a restocking fee equal to twenty percent (20%) of the original purchase price of the applicable Product. The costs for shipping any Product returned hereunder shall be prepaid by the Original Purchaser. Original Purchaser shall be responsible for ensuring that the Product returned under this *Section 7* is packaged in such manner as to prevent breakage or damage and transported in such manner as to be received by Feeney within the applicable period described herein. Feeney shall not be responsible or liable for any damages incurred to the Product during shipment to Feeney. **Except for returns covered by the provisions of *Section 1* above, no returns will be accepted and no refunds shall be made for any custom Product sold by Feeney.**

8. Reservation of Rights to Product. Feeney is not responsible for any differences or gradation in color of its Product. New materials or replacement Products may differ in color from previous Products sold or used by Original Purchaser as a result of discoloration, aging, weathering or availability of material. Feeney reserves the right to discontinue or change any design or color of its Product at any time and without written notice to Original Purchaser or liability to Feeney.

9. No Transfer. This Limited Warranty is provided by Feeney to the Original Purchaser and may not be assigned or otherwise transferred, in whole or in part, by the Original Purchaser without the prior written consent of Feeney, which consent shall be given in Feeney's sole and absolute discretion.

10. Severability. If any term or provision herein shall to any extent be held invalid or unenforceable, the remaining terms and provisions herein shall be valid and enforced to the fullest extent permitted by law.

11. Governing Law. This Limited Warranty shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to its conflict of law principles.