EXCELL COMMERCIAL WARRANTY

The Manufacturer warrants that under conditions of normal use its "**Excell <u>Commercial</u>** Aluminum Railing and Fencing System" will be free from defects in the structure and welds for **20 years** and the "Excell" powder coated finish, will not crack, peel, flake or blister for **1 year.**

EXCELL TERMS, CONDITIONS AND LIMITATIONS

1. The Manufacturer's sole liability and the owner's only remedy should be as follows:
    a. The Manufacturer, at its discretion, may choose either to repair or replace the defective part(s) of the railing. Due to normal aging and weathering of material, it may not be possible to perfectly match the colors of the old and new materials and therefore The Manufacturer is not responsible for color differences that may occur.
        I. If a problem occurs within the first year from the date of purchase, the repair or replacement (at The Manufacturer's discretion) will include materials, labor and freight costs. The date of purchase to be verified by providing The Manufacturer with written proof such as Substantial Completion or Move-in Date.
        ii. If a problem occurs after year one (1) and within ten (10) from the date of purchase, the repair or replacement will include materials and freight costs. If a problem occurs in the structure, after year ten (10) and within twenty (20) the repair or replacement will include the material only, FOB our warehouse.
2. This warranty does not cover damage due to; normal use or weathering (including, but not limited to, chalking, scratching or fading); corrosive atmospheric contaminants (e.g. chemical fumes or pollution); volcanic ash, lightning, windstorms, tornadoes, (or any other act of God); explosion, riots, civil disturbances, terrorism, war; misuse, abuse, or negligence; freight or transit.
3. This warranty does not include corrosion of screws and other fastening devices used in the assembly or installation of the railing.
4. Should there be a defect in the system which limits the use of the railings The Manufacturer will not be responsible for or liable for loss of use of the railing or any consequential costs. The Manufacturer's only liability is for the repair or replacement of the defective part of the railing.
5. The Manufacturer will not be responsible for labor and material cost other than the standard installation of our product. Examples of costs not included would be core drilling or disassembly or reassembly of any part of the building.
6. The Manufacturer will not be required to honor this warranty
    a. If the railing installation has been modified, altered or changed in any manner at time of installation or thereafter.
    b. The product was not installed to the most current, published standards which are available from The Manufacturer.
    c. If the product was not installed to the most current building code requirements. The Manufacturer is not responsible for knowing where the product will be installed, building codes in each jurisdiction and for what specific end use.
    d. A representative has not been given a reasonable access to the property and opportunity to investigate any claim made.
    e. All bills for installation supplies and services have not been paid in full. Proof of purchase and payment in full must be presented to obtain warranty coverage.
7. Any claim made under this warranty must be made within 30 days of the discovery of the problem. The claim must be made in writing to The Manufacturer or to the company responsible for the installation and must include a copy of the purchase contract.
8. To the extent allowed by the laws of each State or Province, the remedies provided under this warranty state the limits of The Manufacturer's responsibility. No representative has the authority to make any representations other than those stated herein. Any and all disputes arising under the warranty whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the courts of each State or Province.
9. This warranty is for the exclusive benefit of the original purchaser and is not assignable or transferable.
10. Commercial, as referred to for this warranty, is defined as multi-family (anything more than duplex dwellings) and commercial projects, such as condominiums, town homes, apartments and other commercial locations.
11. It is the responsibility of the Owner to maintain the railing in accordance with the current Care & Cleaning Instructions on the reverse and as posted on the website at **<u>excellrailing.com</u>**
12. The warranty is offered by both The Manufacturer and the Installation Company. The Manufacturer is responsible for any materials related problems. The undersigned Installation Company is responsible for the workmanship and will facilitate any necessary repairs.
13. The Installation Company guarantees that the work has been performed in accordance with the most current standards and specifications set out by The Manufacturer and is responsible for any workmanship related problems for a period of _____ years. The Installation Company may offer an additional written warranty stating the scope of their responsibility.

Installation Company	**Installation Company Phone Number**	
Installation Company Address	**Date of Installation**	
Building Owner's Name & Address		
Building Address (if different than above)	**Signature - Installation Company Rep.**	**Date**

CARE AND CLEANING YOUR EXCELL RAILING SYSTEM

EXCELL ALUMINUM RAILING SYSTEMS

Excell Aluminum Railing Systems is one of the finest railing system available on the market today.
Precision welded to the highest standards combined with Powder coating ensures a tough, low maintenance finish.

FASTENERS

The only regular maintenance other than cleaning is inspecting the fasteners. It is the responsibility of the owner to inspect these areas once a year. Over time fasteners may loosen and need to be tightened down as necessary. We recommend a light coat of floor or car wax be applied to the tops of any exposed fasteners every 3-6 months to help prevent oxidation (more often if you are located in a high UV and salt spray climates). Surface rust is a normal part of the aging process. This does not affect the integrity and strength of the fastener.

NATURAL AGING PROCESS

During the natural aging process of the Powder Coating you may notice a white 'chalk' or powder that forms on the surface. This is normal and can be cleaned and polished (Using 'Vim', 'Soft Scrub' or a cut-polish) to bring back the sheen.

GENERAL CLEANING

Your railing should be cleaned at least twice a year with a mild, non-abrasive soap and water, using a soft sponge. In areas where salts and pollutants are more prevalent (beachfront or industrial areas) then the railings should be cleaned more frequently. Always rinse with fresh water to remove any residual soap.

- Avoid using a dry sponge, which may scratch the surface
- Use regular glass cleaner for glass
- To remove minor scuffmarks or scratches use 'Soft Scrub' or 'Vim' or equivalent mild or non-abrasive products.
- To remove paint or sealant spots use Methylated Spirits, Turpentine, White Spirits, Alcohol or Isopropanol.
- Always remove any sap, tree seeds, bugs, etc. as soon as possible, as sun exposure and heat will make them more difficult to remove.
- Certain household cleaners, abrasive agents, harsh chemicals, strong solvents, acids, steel wool and industrial cleaners can cause damage and discoloration to the finish and are not recommended.

EXCELL
RAILING SYSTEMS LTD.

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