



MAISY RAILING ONLINE SALES WARRANTY

5-YEAR LIMITED WARRANTY

Effective Date: January 1, 2025

Applies To: All Maisy Railing Cable Railing Systems and Related Components Purchased on or After January 1, 2025

1. DEFINITIONS AND SCOPE

1.1 Definitions

- **“Maisy Railing,” “Company,” “We,” “Us,” or “Our”** refers to Maisy Railing, its successors, assigns, officers, directors, employees, and agents.
- **“Product” or “Products”** refers to any cable railing kits, posts, top rails, hardware, or related components sold under the Maisy Railing brand.

- **“Purchaser,” “Customer,” or “You”** refers to the original end-user purchasing the Product directly from Maisy Railing or an authorized distributor/retailer.
- **“Warranty Period”** is the five (5) year duration commencing on the date of original purchase, as evidenced by a valid proof of purchase.

1.2 Scope of Coverage

This **5-Year Limited Warranty** (“Warranty”) is limited to defects in materials and workmanship arising under normal and intended use of the Product, subject to the terms, conditions, exclusions, and limitations herein. It applies solely to Products installed and maintained in accordance with Maisy Railing’s written guidelines, technical documentation, or instructions as may be provided and updated from time to time.

2. WHAT THIS WARRANTY COVERS

2.1 Defects in Materials and Workmanship

During the Warranty Period, Maisy Railing warrants that the Products shall be free from defects in materials and workmanship that **materially impair** the performance or integrity of the Product.

2.2 Finish and Corrosion Resistance

- **Powder-Coated Aluminum Components:** Under normal atmospheric conditions, the powder-coated finish shall not blister, crack, flake, or peel such that it affects the structural integrity of the Product.
- **Stainless Steel Cables and Hardware:** Shall not exhibit structural failure due to corrosion under ordinary use and normal environmental exposure.

2.3 Installation Hardware

Any installation hardware included with the Product, if used strictly per Maisy Railing’s documentation, is warranted to be fit for its intended purpose during the Warranty Period.

2.4 Limited to Original Purchaser

This Warranty is extended solely to the **original purchaser** of the Product and is **non-transferable** unless otherwise expressly authorized in writing by Maisy Railing.

3. EXCLUSIONS AND LIMITATIONS

3.1 Exclusions

This Warranty does **not** cover any damage, defect, or failure caused by or resulting from:

- **Improper Installation or Modifications:** Including installation methods not aligned with our published specifications, alterations, unauthorized repairs, or improper handling.

- **Misuse, Abuse, or Neglect:** Any use that contravenes the Product's intended application, accidents, impact, vandalism, or negligence in handling or storage.
- **Environmental or Chemical Exposure:** Conditions beyond normal atmospheric exposure, such as industrial-grade chemicals, acid rain, salt spray near coastal environments, or corrosive substances not typically encountered in standard residential or commercial settings.
- **Normal Wear and Tear:** Minor cosmetic changes including fading, discoloration, or weathering that do not affect structural performance.
- **Acts of God or Force Majeure:** Including, but not limited to, fire, flood, earthquakes, severe weather events, or other natural disasters.
- **Third-Party Components:** Any accessory or part not manufactured or authorized by Maisy Railing.

3.2 Limitations on Remedies

All obligations of Maisy Railing under this Warranty shall be considered **exhaustive** and exclusive of any other remedies unless otherwise mandated by law.

3.3 No Extension of Warranty

Repair or replacement of a Product or component under this Warranty does **not** extend or renew the original Warranty Period.

4. CLAIMS PROCEDURE

4.1 Notice of Claim

To make a claim under this Warranty, the Purchaser must provide **written notice** of the alleged defect to Maisy Railing within **thirty (30) days** of discovery. Such notice must include:

- **Proof of Purchase** (e.g., sales receipt, invoice, or order confirmation).
- **Photographic or Video Evidence** depicting the defect or damage.
- **Detailed Description** of how and when the defect was discovered, and how the Product was being used and maintained.

4.2 Inspection and Verification

Maisy Railing reserves the right to **inspect** or require the return of any allegedly defective Product before determining the validity of any claim. If requested, the Purchaser shall grant Maisy Railing or its authorized representative access to inspect the Product in situ.

4.3 Customer's Responsibilities

The Purchaser is responsible for all costs associated with removing and reinstalling the Product and any other incidental expenses unless otherwise specifically authorized by Maisy Railing in writing.

5. REMEDIES UNDER THIS WARRANTY

5.1 Repair or Replacement

In the event Maisy Railing determines the Product to be defective under this Warranty, **Maisy Railing's sole obligation** and the Purchaser's **exclusive remedy** shall be the repair or replacement of the defective Product or component, at Maisy Railing's discretion.

5.2 Pro-Rated Refund

If repair or replacement is deemed impracticable or disproportionate, Maisy Railing may, in its **sole discretion**, issue a **pro-rated refund** of the original purchase price, taking into account the Product's age and the remaining portion of the Warranty Period.

5.3 No Other Remedies

Except as set forth in this Warranty or required by applicable law, **no other remedy** (including, but not limited to, incidental, consequential, punitive, or special damages) shall be available to the Purchaser.

6. DISCLAIMER OF WARRANTIES

6.1 No Expanded Warranty

The limited representations, guarantees, or warranties specified herein constitute the **entire Warranty** extended by Maisy Railing. **No employee, distributor, reseller, or other third party** is authorized to make any modification, extension, or addition to this Warranty.

6.2 Implied Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAISY RAILING **DISCLAIMS ALL IMPLIED WARRANTIES**, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF **MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT**. IF AN IMPLIED WARRANTY IS REQUIRED BY LAW, IT SHALL BE **LIMITED IN DURATION** TO THE EXPRESS WARRANTY PERIOD SET FORTH HEREIN.

6.3 Magnuson-Moss Warranty Act Compliance (U.S. Only)

This Warranty is a "limited warranty" within the meaning of the **Magnuson-Moss Warranty Act** (15 U.S.C. §2301 et seq.). Nothing herein is intended to be construed as a "full warranty" under any circumstance.

7. LIMITATION OF LIABILITY

7.1 Exclusion of Certain Damages

UNDER NO CIRCUMSTANCES SHALL MAISY RAILING BE LIABLE FOR ANY **INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES**, OR FOR ANY

ECONOMIC LOSS, LOSS OF PROFITS, OR LOSS OF GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 Liability Cap

IN NO EVENT SHALL MAISY RAILING'S **TOTAL LIABILITY** EXCEED THE **ACTUAL AMOUNT PAID** BY THE PURCHASER FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM.

7.3 Some Jurisdictions

Some states, provinces, or jurisdictions do not allow the exclusion or limitation of certain damages or the limitation of how long an implied warranty lasts. In such jurisdictions, some of these limitations or exclusions may not apply to you, and you may have additional rights.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 Governing Law

This Warranty shall be governed by and construed in accordance with the **laws of the State** in which the Product was originally sold, **without regard to conflict-of-law principles**. If this clause is unenforceable under applicable law, the Warranty shall be governed by and construed in accordance with the laws of the state where Maisy Railing is headquartered.

8.2 Mandatory Arbitration

ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING TO THIS WARRANTY OR THE PRODUCT SHALL BE **SUBMITTED TO BINDING ARBITRATION** IN ACCORDANCE WITH THE THEN-APPLICABLE RULES OF THE IDAHO MEDIATION GROUP. THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO A JURY TRIAL.

8.3 Attorneys' Fees

In any dispute arising from this Warranty, the prevailing party shall be entitled to **reasonable attorneys' fees** and costs, unless prohibited by applicable law.

9. SEVERABILITY

If any provision of this Warranty is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and such invalid or unenforceable provision shall be construed or reformed so as to be consistent with the parties' intent and applicable law.

10. ENTIRE AGREEMENT AND NON-WAIVER

10.1 Entire Agreement

This Warranty represents the **entire agreement** and understanding between the Purchaser and Maisy Railing with respect to the subject matter hereof. It supersedes any prior or contemporaneous oral or written communications, representations, or warranties relating to the Product.

10.2 Non-Waiver

The failure of either party to enforce any provision of this Warranty shall not constitute a waiver of that provision or any other provision.

11. CONTACT INFORMATION

If you have questions, concerns, or wish to commence a warranty claim, please contact:

Maisy Railing – Warranty Department

3390 Hayden Ave

Hayden, ID 83835

United States of America

Phone: (208) 719-7114

Email: warranty@maisyrailing.com

Website: www.maisyrailing.com

By purchasing or using the Product, you acknowledge that you have read, understood, and agree to the terms and conditions set forth herein.

LEGAL DISCLAIMER

This sample warranty is provided as a general reference. It may not account for all regulations specific to your products or jurisdiction. Consult with legal counsel to ensure that your warranty language complies with the **Magnuson-Moss Warranty Act**, the **Uniform Commercial Code (UCC)**, and other federal, state, or international consumer protection laws or regulations.