



GOSEN® PERFORMANCE RAILING SYSTEMS WARRANTY

ELIGIBILITY

This Warranty is given by Gossen Corporation ("Gossen") to the original purchaser ("Purchaser") of Gossen Performance Railing Systems (the "Product"). For purposes of this Warranty, Residential Purchaser means the purchaser of the Product who is the owner of the single-family residence where the Product is installed.

WARRANTY PERIOD

For a Residential Purchaser, the Warranty Period shall be as follows:

1. Product Performance. LIFETIME, for the period the Residential Purchaser of the Product retains ownership of the residence where the Product is installed.
2. Stain Resistance and Fade Resistance. 30 YEARS, from the date of original purchase of the Product

For a non-Residential Purchaser, including the purchaser of the Product for multi-family residential properties and commercial properties, the Warranty Period shall be 20 YEARS from the date of original purchase of the Product.

WHAT IS COVERED BY THIS WARRANTY

Product Performance

Gossen warrants that the Product, during the Warranty Period, will remain free from manufacturing defects that adversely affect its performance and shall not crack, peel, flake, rot, delaminate, split, splinter, or suffer structural damage from termites.

Stain Resistance

Gossen warrants that the Product will resist permanent staining during the Warranty Period from food and beverage items including wine, tea, coffee, fruit punch, sodas, ketchup, salad oils, barbecue sauces, mustard and other food or beverage related items that would typically be present on a residential deck, provided that such substances are removed from the Product with soap and water or mild

household cleaners within one (1) week of exposure of the substances to the surface of the Product. Gossen does not warrant that the Product is stain-proof, and does not warrant stain resistance resulting from spilled or otherwise applied food and beverage substances, which are not properly removed from the Product within one (1) week of exposure.

Fade Resistance

Gossen warrants that the Product will resist color change from light and weathering exposure, as measured by color change in excess of 5 Delta E (as established by the International Commission on Illumination or CIE), during the Warranty Period. While the Product is designed to resist fading, no material is fade proof when subjected to exposure to ultraviolet (UV) rays and the elements.

TRANSFERABILITY

This Warranty may be transferred one time by a Residential Purchaser only. The second owner must notify Gossen in writing within 60 days after acquiring the residence for Warranty coverage to be transferred. (Other than this one transfer, this Warranty may not be transferred or assigned, directly or indirectly.) If the transfer takes place within the first five (5) years of the Warranty Period, the second owner has the same coverage as the original owner. If the transfer takes place after the initial five (5)-year period, the Warranty Period shall be reduced to two (2) years after the ownership changes, but otherwise has the same coverage as the original owner. For all other applications, including commercial properties, this Warranty is non-transferrable.

REMEDY

Upon confirmation by an authorized Gossen representative of a valid warranty claim, Gossen's sole responsibility shall be, at its option, to either replace the affected Product or refund the portion of the purchase price paid by Purchaser for the affected Product (not including the cost of its initial

installation.) The refund amount shall be determined by this Warranty.

LIMITATIONS ON COVERAGE

This Warranty does not apply to and Gossen will have no liability for:

1. Damage from:
 - a. Installation of the Product not in strict accordance with Gossen's Installation Guide or building codes, or installation not recommended by Gossen in its Installation Guide, if the improper installation was the cause of the damage.
 - b. Settlement, movement or defects in the building, foundation, supporting structure, or ground where the Product was installed.
 - c. Acts of God, such as earthquakes, flooding, fire, lightning, hail, hurricanes, tornadoes, or windstorms.
 - d. Impact of foreign objects on the Product.
 - e. Neglect, improper storage, handling or maintenance of the Product.
 - f. Any exposure to or application of paints or any cleaning solutions, coatings, liquid chemicals not recommended in Gossen's Installation Guide, or exposure to environmental conditions (such as air pollution or fungus, mold, lichen or algae, or other contaminants).
2. Costs and expenses incurred with respect to the removal of any defective Product or installation of replacement Product.
3. Damage to the interior or exterior of any building, including, but not limited to, mold growth.
4. Staining or damage resulting from:
 - a. Abrasive compounds of acidic or basic pH, strong solvents, cement products, adhesives, oil based paints or stains, metallic rust and other abnormal residential deck use item likely to cause a stain on any surface, including fungicides, bactericides, biocides, plant food, pet or human stains such as vomit, blood, urine or feces, fertilizers.
 - b. Food/beverage items not properly cleaned within one (1) week of exposure to food/ beverage.

5. Exposure to heat greater than 250 degrees F including reflected sunlight from low emissivity glass (low-E glass).
6. Surface damages or punctures.
7. Paint or any other coating applied by Purchaser to the Product.
8. Ordinary wear and tear. Product located in higher traffic areas may show greater wear than other areas.

Surface Damage: Never use a metal edge or sharp-edged tools to remove snow or ice on the surface of the Product. If the surface of the Product is damaged or punctured by Purchaser or anyone else, including as a result of contact with metal edge or sharp-edged tools, this Warranty will be void.

REPLACEMENT PRODUCT

Gossen reserves the right to discontinue or modify the Product, including the colors available, so any replacement Product may not be an exact match for the Product installed. Even if Gossen does not modify a color, replacement Product may not match the original Product due to normal weathering.

CLAIMS: WHAT YOU MUST DO

In order to make a claim under this Warranty, Purchaser must do the following:

1. If Purchaser is making a claim relating to the Warranty on Stain Resistance, the Purchaser must do as follows:
 - a. Before filing a stain claim with Gossen, Purchaser must clean the Product within one (1) week of exposure of the stain-causing item that makes contact with the Product.
 - b. If, after completing step 1 above, the affected area remains unsatisfactory, then Purchaser must have the affected area of the Product cleaned by a professional cleaner at Purchaser's expense.
 - c. If the Product still is not satisfactory, within thirty (30) days of professional cleaning, Purchaser must file a claim. Pictures, proof of purchase, and proof of compliance above must be included for filing a stain claim.
2. To file a claim, Purchaser must send a notice in writing, together with proof of purchase to establish that the Purchaser is the original owner

(or proof of transfer if the second owner has properly transferred coverage), proof of professional cleaning (if a Stain Resistance Claim), a description of and pictures of the alleged defect, to:

Gossen Corporation
 2030 W. Bender Road,
 Milwaukee, WI 53209

If a Stain Resistance Claim, notice must be sent within 30 days after the professional cleaning described in Section **Error! Reference source not found.** above.

NOTE: Notice to Purchaser’s contractor, dealer, or homebuilder is NOT notice to Gossen.

3. If Purchaser replaces the Product before Gossen has an opportunity to evaluate the claim, Purchaser’s claim may be denied. Purchaser should retain this Warranty for records, in the event that Purchaser needs to file a claim.

LIMITED WARRANTY FOR STAIN RESISTANCE AND FADE RESISTANCE

If Purchaser makes a valid Stain Resistance or Fade Resistance Warranty claim during years eleven (11) through thirty (30), of the Warranty Period, then Purchaser’s Warranty will be prorated, as indicated below. If Gossen is providing replacement Product, it may elect to replace the percentage listed below of the Product meeting the requirements for a valid claim. If Gossen refunds the purchase price paid for the Product, the refund will be equal to the percentage listed below of the purchase price of the Product meeting the requirements for a valid claim:

Year of Claim	Recovery
1-10	100%
11-12	80%
13-14	60%
15-16	40%
17-19	20%
20-25	8%
26-30	5%

SOLE AND EXCLUSIVE WARRANTY

THIS WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WRITTEN WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM GOSSEN FOR THE PRODUCT AND PRESCRIBES THE SOLE REMEDY AVAILABLE TO PURCHASER OF THE PRODUCT. GOSSEN MAKES NO OTHER REPRESENTATION, CONDITION, GUARANTEE, OR WARRANTY OF ANY KIND OTHER THAN THAT STATED IN THIS WARRANTY. GOSSEN WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, INCLUDING DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR FOR ANY OTHER CAUSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

Miscellaneous. This Warranty is understood and intended to be the final expression of the parties’ agreement and is a complete and exclusive statement of its terms and conditions. This Warranty supersedes all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this Warranty. This Warranty may not be altered or amended, except in a written instrument signed by an officer of Gossen and Purchaser or permitted transferee. No agent, employee or any other party is authorized to make any warranty in addition to that made in this Warranty and Gossen shall not be bound by any such statements, other than those contained in this Warranty.

EFFECTIVENESS

This Limited Warranty will not take effect, unless all eligibility requirements have been satisfied.

Effective Date: This Warranty is in effect for Gossen Products purchased after May 15, 2016.

WEBSITE

This Warranty, the Installation Guide and the Care and Cleaning Brochure may be found on Gossen's website: www.GossenCorp.com

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