



# Manufacturer Warranty

## Railings

### Coatings

American Structures & Design, Inc. (AS&D) warrants all coatings, including anodized, baked enamel, and powder, conditionally for a period of one year from the date of purchase against adhesion failure, blistering, cracking, or peeling under the conditions of normal use. This warranty does not cover scratches, abrasions, acts of God, acts of nature, or damage from chemicals of any type to the surfaces.

AS&D does not warranty its coatings if the products are used within one (1) mile of salt water.

### Materials

AS&D warrants materials and hardware for one year. The materials warranty is null and void if the product has been abused, used improperly, or used beyond the design limitations of the product. This warranty applies only if the AS&D products have been installed per approved installation instructions and is null and void if installed incorrectly.

### Assessment of claim

At our discretion, AS&D reserves the right to inspect the product under claim at either the customer's location or at our manufacturing facility. AS&D reserves the right to have the product returned to our manufacturing facility for full inspection. Shipping and handling costs will be the responsibility of the claimant. AS&D reserves the right to either replace the product or repair the product and will not cover any cost related to disassembling or reinstallation of materials.

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## Patio Covers

### Full Warranty

American Structures & Design, Inc. (AS&D) warrants that its Patio Covers, Latices, Carports, Sunrooms, Screen Rooms when installed with proper engineering and permitting in accordance with local U.S. building codes and in conditions of ordinary wear for the lifetime of the product. ASD shall have one hundred twenty (120) days to repair any defects covered under this Full Warranty. In the event repair is not possible, ASD will either replace the defective products, or refund the full purchase price of the defective product. ASD reserves the right to discontinue or change the design or color of any of its products. If for a reason the original product is not available, ASD may substitute another product of comparable quality.

### Exclusions & Limitations; Claims Procedures

ASD warranty does not cover any chipping, peeling, flaking or blistering of the products as the results of damage of any kind resulting from faulty or improper installation, accidental or intentional damage, settling, structural shrinkage or other distortion of the property structure, popping due to expansion or condensation, mildew accumulation, impact of foreign objects, rust or corrosion of any products, or the failure of the owner to provide reasonable maintenance of the product including periodic removal of dirt and pollution residue as necessary. Warranty does not include fading of any painted finish due to normal weathering, or any rust of any components of the products, including but not limited to, screws and other fasteners, and any steel components. Also, no warranty applies if the product has been painted or the surface has been altered. "Normal weathering" is defined as the damaging effects of sunlight and the extremes of weather and atmosphere that may cause any colored surface to fade or become soiled or stained. The degree to which normal weathering occurs depends on air quality, location and other local conditions. Fading of darker colors may occur more significantly than lighter colors in exposed sunlight and is considered "normal weathering".

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## Cable Pliers

Cable Pliers are covered by a limited warranty for a period of one (1) year from the date of receipt to be free from defects due to defective materials or workmanship.

The company's obligations are limited to the replacement of the equipment found to be defective and does not cover any other related costs.

To make a claim, the defective equipment shall be delivered to American Structures and Design with a written notice of the defect and evidence that the condition or product failure is covered by this warranty.

## Cable Crimpers

Cable Crimpers are covered by a limited warranty for a period of one (1) year from the date of receipt to be free from defects due to defective materials or workmanship.

The company's obligations are limited to the replacement of the equipment found to be defective and does not cover any other related costs.

To make a claim, the defective equipment shall be delivered to American Structures and Design with a written notice of the defect and evidence that the condition or product failure is covered by this warranty.

## Hydraulic Swaging Equipment

Swager Models 650 and 610, including the air or electric activated pump supplied with the swager, are covered by a limited warranty for a period of one (1) year from the date of receipt to be free from defects due to defective materials or workmanship.

The company's obligations are limited to the replacement of the equipment found to be defective and does not cover any other related costs.

To make a claim, the defective equipment shall be delivered to American Structures and Design with a written notice of the defect and evidence that the condition or product failure is covered by this warranty.

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## Stainless Steel Hardware and Cable

Stainless steel hardware and cable are covered by a limited warranty for a period of ten (10) years from the date of receipt to be free from defects due to defective materials.

This warranty does not cover materials which have been abused, neglected, or used in any manner other than for railings. Any damage, failure of corrosion resulting from environmental conditions, improper installation, vandalism, insurrection, war, or acts of nature.

The company's obligations are limited to the replacement of the materials found to be defective and does not cover any other related costs associated with the disassembly of the defective materials or the installation costs of replacement materials.

To make a claim, the defective material shall be delivered to American Structures and Design with a written notice of the defect and evidence that the condition or product failure is covered by this warranty.

## AS&D Cleaning and Maintenance

AS&D products and systems are fabricated with the highest-grade materials available on the market today. AS&D products are coated with baked enamel, powder or anodized finishes that are applied with industry leading application technology.

### Regular maintenance

Inspect fasteners and attachments on regular intervals. It is the responsibility of the owner to inspect these areas a minimum of once per year. Over time, fasteners may loosen and need to be tightened. Fasteners and hardware may discolor over time, but this does not affect the integrity or strength of the system.

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## Natural weathering

Over time, exposure to the elements might cause accumulation of pollens, pollutants, algae, or oxidation on the surface of the coating. This is normal and can be cleaned and polished to bring back the sheen.

## General cleaning

AS&D products should be cleaned at least once per year with a mild, non-abrasive soap and water. We recommend using a soft sponge or microfiber wipe. In areas where salts and pollutants are more prevalent, the materials should be cleaned more frequently. Always rinse with fresh water after cleaning to remove any residual soap or buildup.

Avoid using dry sponges or rags which will scratch the surface

Always remove any sap, tree seeds, bugs or other contaminants as soon as possible, as prolonged exposure to the sun and heat will make them difficult to remove.

Avoid using chemicals, household cleaners, or harsh abrasives on painted or anodized surfaces.

For glass infill, use regular glass cleaner or soap and water.

Always test a small, inconspicuous area before applying any product to AS&D materials.

## Non-transferable warranty

All AS&D's warranties on coatings and materials is not assignable or transferrable.

## Glass Warranty

American Structures and Design ("ASD") offers this Standard Limited Warranty ("Warranty") on the below listed products and parts when used in accordance with applicable building codes and regulations, National Glass Association (NGA), Fenestration & Glazing Industry Alliance (FGIA) and ASTM International guidelines, standard industry practices and written instructions from ASD. This Warranty is offered to the original purchaser of one or more of the specific products listed below ("Original Purchaser") and may not be transferred or assigned.

EXCEPT AS OTHERWISE PROVIDED IN WRITING BY ASD, THIS WARRANTY IS OFFERED IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY STATES ASD'S ENTIRE AND EXCLUSIVE LIABILITY AND THE EXCLUSIVE REMEDY OF THE ORIGINAL

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PURCHASER FOR ANY CLAIM IN CONNECTION WITH THE PRODUCTS COVERED BY THE WARRANTY.

This Warranty covers the following glass items supplied by ASD:

### Laminated Glass

ASD warrants its laminated glass to be free of manufacturing defects resulting in material obstruction through the glass area and/or edge separation and changes in properties of the polyvinyl butyral, ethylene vinyl acetate or glass clad polycarbonate interlayer for a period of five (5) years from date of manufacture. Laminated glass is manufactured to comply with requirements listed in ANSI Z97.1, CPSC 16CFR1201 (Category I or II), and CAN/CGSB-12.1-M90.

### Heat Treated Glass

ASD warrants its tempered and heat strengthened glass to meet the requirements of ASTM C1048 for a period of one (1) year from the date of manufacture. Tempered glass is manufactured to comply with requirements listed in ANSI Z97.1, CPSC 16CFR1201 (Category I or II), and CAN/CGSB-12.1-M90. Standard warranty terms for Heat Treated Glass are not applicable to Shower and Bath glass products. See referenced sections for coverage details.

### Tempered Laminated Glass

ASD warrants its laminated glass to be free of manufacturing defects resulting in material obstruction through the glass area and/or edge separation and changes in properties of the polyvinyl butyral, ethylene vinyl acetate or glass clad polycarbonate interlayer for a period of five (5) years from the date of manufacture. Tempered Laminated glass is manufactured to comply with requirements listed in ANSI Z97.1, CPSC 16CFR1201 (Category I or II), and CAN/CGSB-12.1-M90. ASD does not warranty polyvinyl butyral, ethylene vinyl acetate or glass clad polycarbonate interlayer if a top rail was not used on the railing system. ASD warranties Safety Glass Plus interlayer for 5 years without a top rail installed.

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The following limited warranty terms and conditions apply to all Products:

### Warranty Claim Exclusive Remedies

In an event where furnished parts are found to have failed to conform to the warranty described above, ASD will, at its option, replace the Product(s) for the purchaser without charge or refund the purchase price of said parts, as the exclusive remedy available under this Warranty. In the case where a part that needs replacement has been discontinued or is no longer available, ASD reserves the right to substitute comparable parts of equivalent function to replace the Product(s). In no event will ASD's liability under this Warranty exceed the purchase price of the Product(s) purchased. ASD will bear no other expense, such as labor cost of any kind. ASD shall not be liable for any direct, indirect, special, incidental or consequential damages whatsoever, whether based on breach of express or implied warranty, breach of contract, negligence, strict liability, or any other legal theory. Any parts replaced under this warranty are limited to the original warranty period and shall not be extended beyond the original specified warranty term. ASD reserves the right to require inspection of Products that are alleged to be defective prior to administering a warranty claim remedy. This Warranty is void if Original Purchaser fails or refuses to provide or make reasonably available for inspection the allegedly defective Product(s) within a reasonable period of time, which shall not exceed thirty (30) days after written notice of the written claim.

### Claim Procedure

In the event of a claim against this Warranty, the Original Purchaser shall promptly notify ASD as directed herein. If Original Purchaser fails to submit a written claim for warranty coverage within thirty (30) calendar days from the date it knew, or reasonably should have known, of the alleged defect covered by the Warranty, then Original Purchaser shall be deemed to have waived any claim for coverage under the Warranty, and ASD shall have no responsibility or liability with respect to such alleged defect(s). In no event shall a claim for warranty coverage be considered after the expiration of the specified warranty coverage period for the particular Product(s). Notice of a claim under ASD's Limited Warranty must be provided via e-mail notification to ASD Customer Service with a copy of the original purchase order/invoice, proof of delivery of Product(s) purchased, and pictures demonstrating the defect. As set forth above, Original Purchaser must also make allegedly defective Product(s) reasonably available for inspection.

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## Exclusions and Limitations

This Warranty shall not cover or apply to: normal wear and tear; improper or negligent installation, tampering, neglect or any reason not related to defects in material or workmanship of the relevant parts; glass, hardware and insulating glass seal failure caused by acts of God (including, without limitation, fire, floods, extreme weather, earthquakes, crime, labor strikes, war, riots or social unrest, collectively "Acts of God"), an intervening cause or by any other cause whatsoever not within ASD's exclusive control; failure due to mishandling, loading, unloading, storage, misuse, abuse, and improper installation, including failure to follow ASD's installation instructions, and care and maintenance instructions (available at [www.americanstructures.com](http://www.americanstructures.com)); scratches, abrasions, corrosion or delamination from the use of abrasive cleaners, solvents, acids, alkalis or any other chemicals used on or around the parts; applications where films, signs or similar devices have been applied to the surface of our products; incompatibility to other glazing or installation materials such as coatings, sealants, adhesives, setting blocks, lubricants, gaskets, insulation or any other related materials; installation of parts in a continuous or cyclical high moisture environment, including but not limited to a swimming pool, sauna or greenhouse enclosures; installation in a high vibration environment, including but not limited to motor vehicles, travel trailers, aircraft, watercraft and other mobile applications; inadequate or improper design, specification or usage; damage, failure or breakage caused by localized application of heat which causes excessive temperature differential over the glass surfaces or edges; applications where installation is performed by persons who are not qualified; laminated glass products installed which exceed 15 degrees from the vertical or which are installed with exposed edges; laminated glass glazed with materials which do not completely repel water for the life of the warranty, or with materials that deteriorate the architectural or security laminated glass products; glazing system applications without a weather seal that is impervious to water, or without a proper weep system; Interior partition and railing hardware finish failure caused by normal weathering, chalking, scratching, fading, corrosive atmospheric contaminants (e.g. chemical fumes, pollution), negligence, abuse, accident, shipping, improper use or installation, fire, flood, exposure to corrosive elements or Acts of God or other causes unrelated to defective materials or workmanship.

## Additional Terms and Conditions

ASD reserves the right to charge for delivery of items covered by the Warranty.

This Warranty will be void in the event that full payment is not received for goods and services within the agreed terms of sale.

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This Warranty shall be governed by the laws of the State of Washington, excluding any conflict of law rules of such State. In the event of any dispute or legal action, such dispute or legal action shall be brought exclusively in the appropriate federal or state court sitting in Pierce County, Washington, notwithstanding any claim of forum non conveniens. The prevailing party in any such action shall be entitled to receive all costs and reasonable attorneys' fees, including on any appeals. All terms in this document that are defined or given meanings in the Uniform Commercial Code, as adopted in the State of Washington, will have the same definition and meaning for purposes of this document and sale of goods.

## Clearline Warranty

American Structures & Design, Inc. (AS&D) warrants its dealers, customers and subsequent purchaser and users, that the Clearline Bracket it supplies shall be free of material defects and defects in workmanship for a period of one (1) year from date of installation. This warranty will not apply if after inspection by AS&D, it is determined that the Clearline Bracket(s) has been installed and maintained in a manner that is not in conformity with the AS&D installation manual and the ICC/ES Report (ESR-4639). This warranty excludes product failure caused by normal weathering, chalking, scratching, fading, corrosive atmospheric contaminants (e.g. chemical fumes, pollution), negligence, abuse, accident, shipping, improper use or installation, fire, flood, exposure to corrosive elements or acts of God or other causes unrelated to defective materials or workmanship.

AS&D does not warranty its products if used within one (1) mile of salt water.

## Coatings and Finishes

American Structures & Design, Inc. (AS&D) warrants all coatings, including anodized, baked enamel, and powder, conditionally for a period of one year from the date of purchase against adhesion failure, blistering, cracking, or peeling under the conditions of normal use. This warranty does not cover scratches, abrasions, acts of God, acts of nature, or damage from chemicals of any type to the surfaces.

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### Assessment of claim

At our discretion, AS&D reserves the right to inspect the product under claim at either the customer's location or at our manufacturing facility. AS&D reserves the right to have the product returned to our manufacturing facility for full inspection. Shipping and handling costs will be the responsibility of the claimant. AS&D reserves the right to either replace the product or repair the product and will not cover any cost related to disassembling or reinstallation of materials. The refund or replacement shall constitute the limit of AS&D's liability and obligation for any material defect or defect in workmanship in a Glass Vice system.

### Non-transferable warranty

AS&D's warranty on coatings and materials is not assignable or transferrable.

## AS&D Cleaning and Maintenance

AS&D products and systems are fabricated with the highest-grade materials available on the market today. AS&D aluminum products are coated with baked enamel, powder or anodized finishes that are applied with industry-leading application technology.

### Regular maintenance

Inspect fasteners and attachments on regular intervals. It is the responsibility of the owner to inspect these areas a minimum of once per year. Over time, fasteners may loosen and need to be tightened. Fasteners and hardware may discolor over time, but this does not affect the integrity or strength of the system.

### Natural weathering

Over time, exposure to the elements might cause accumulation of pollens, pollutants, algae, or oxidation on the surface of the coating. This is normal and can be cleaned and polished to bring back the sheen.

### General cleaning

AS&D products should be cleaned at least once per year with a mild, non-abrasive soap and water. We recommend using a soft sponge or microfiber wipe. In areas where salts and pollutants are more prevalent, the materials should be cleaned more frequently. Always rinse with fresh water after cleaning to remove any residual soap or buildup.

- Avoid using dry sponges or rags which will scratch the surface

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- Always remove any sap, tree seeds, bugs or other contaminants as soon as possible, as prolonged exposure to the sun and heat will make them difficult to remove.
- Avoid using chemicals, household cleaners, or harsh abrasives on painted or anodized surfaces.
- Glass infill: use regular glass cleaner or soap and water.
- Always test a small, inconspicuous area before applying any product to AS&D materials.