



Last-Deck, Inc  
79434 550<sup>th</sup> Avenue, Jackson, MN 56143  
507-847-4111

**Warranty coverage for Last-Rail Aluminum Railing**

PO# \_\_\_\_\_

Subject to the following limitations, terms and conditions, Last-Deck Inc. (hereinafter "Last-Deck®") warrants to each individual (hereinafter the "Owner") who (i) purchases a Product (as defined herein after "Last-Rail™"), (ii) uses the Product (as defined here in as the "Product") to be used for residential Purposes (as defined herein) and (iii) is a resident of the United States at the time of the purchase of the Last-Rail Product, and Last-Deck warrants to each individual (hereinafter the "Owner") who (i) purchases Last-Rail™, (ii) uses Last-Rail™ solely for Residential Purposes and (iii) is a resident of the United States of America at the time of the purchase of the Product, that the Product is free from defects in material and workmanship in the course of manufacture and that the finish on the Product will not warp, peel, or blister under conditions of ordinary use and wear for the life of the product, if installed and maintained according to the specifications and instructions of last-deck, as the case may be. In order to claim under this Warranty, the Owner must:

- promptly provide written notification to Last-Deck® of any defect in the Product including a full description of the defect and a photograph of the same;
- provide an original purchase receipt from an authorized Last-Rail™ dealer; and provide proof in a form satisfactory to Last Dec® that each of the other conditions specified herein have been satisfied.

1.) Residential Purposes is defined in this Warranty as the installation of the Product onto a single family detached housing unit or onto a detached duplex housing unit, as the case may be, that is owned by the Owner and occupied by him or her as a place of residence and that is not used either in whole or in part as a rental property or for any other use.

2.) Product is defined in this Warranty as any one or more components of the Last-Rail™ Aluminum Railing, manufactured by or on behalf of Last-Deck.

**LIMITATIONS** This warranty covers only genuine Products of Last-Rail, which are purchased by the Owner from an authorized Last-Deck dealer. This Warranty does not cover damage of any kind resulting from: normal wear, tear, weathering and the damaging effects of sunlight and extremes of weather and atmosphere that may cause any surface to fade, chalk, or become soiled or stained; claimed defects, malfunctions or failures that result from abuse, misuse, neglect, improper installation, assembly or maintenance; accidental or intentional damage, collision, crash, impact of foreign objects or vandalism; settlement, structural shrinkage, distortions or expansion of the property or property structure; harmful chemicals, including harmful cleaning compounds and pesticides, fumes, or vapors; heavy salt air conditions (eg: within a mile of open ocean) surface deterioration due to air pollution, airborne stains, mould, or mildew; warping or distortion due to exposure to excessive heat sources or exposure to unusual or excessive reflective heat sources; cracking or crazing due to cold temperatures; and fire, lightning, flooding, hurricane, tornado, windstorm, earthquake, hail, other acts of God, or any other causes beyond the contemplation of Last-Deck.

**OTHER LIMITATION** THIS WARRANTY IS VOID AND LAST-DECK SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY IF:

THE PRODUCT WAS NOT PURCHASED NEW FROM AN AUTHORIZED DEALER; THE PRODUCT WAS INSTALLED OR USED WITH A COMPETITOR'S PRODUCT OR SYSTEM, OR USED WITH A PRODUCT OR SYSTEM NOT WITHIN THE CONTEMPLATION OF PROBUILT; THE PRODUCT WAS INSTALLED USING IMPROPER FASTENERS, METHODS OR TECHNIQUES, OR IN NONCONFORMITY WITH APPLICABLE BUILDING CODES OR BEST BUILDING PRACTICES; OR REPAIRS, MODIFICATIONS, ALTERATIONS OR ANY CHANGES OF ANY KIND WERE UNDERTAKEN ON THE PRODUCT WITHOUT PRIOR WRITTEN AUTHORIZATION FROM LAST-DECK.

This Warranty is for the exclusive benefit of the Home Owner whose property the Product was installed on and is transferable. Should the Product be determined by Last-Deck to be covered by this Warranty, Last-Deck will refund the original purchase price, or repair, replace, or refinish the Product at the sole option of Last-Deck, whose decision will be conclusive and binding. Last-Deck's obligations under this Warranty will in no event exceed the purchase price of the originally installed Product found to be defective. Fasteners and the cost of installation and removal and freight are excluded from this Warranty. Any additional costs and expenses beyond the original purchase price are the Owner's sole responsibility and are excluded. In the event of repair, replacement or refinishing under this warranty, the Warranty applicable to the replacement material or to the repaired or refinished product will extend only for the time remaining under the original Warranty.

Last-Deck reserves the right to discontinue or change any design or color of the Product at any time and without notice or liability. If for any reason, the Product of the type originally installed is no longer available from Last-Deck at the time that Last-Deck acknowledges that a claim will be covered, Last-Deck may refund the original purchase price or substitute another product determined by Last-Deck in its sole and absolute discretion to be of comparable quality and price. **THIS WARRANTY IS THE OWNER'S EXCLUSIVE REMEDY AND SUPERSEDES ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED. ALL OTHER REMEDIES, OBLIGATIONS AND CONDITIONS, LIABILITIES, RIGHTS, WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, ARISING AT LAW OR OTHERWISE, INCLUDING ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS, OR ARISING FROM COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, ARE DISCLAIMED BY LAST-DECK AND WAIVED BY THE OWNER. LAST-DECK SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY LOSSES OF ANY KIND.**

Some states and other jurisdictions may not allow some or all of the limitations set forth herein, or the exclusion or limitation of incidental or consequential damages. If any provision is found to be unenforceable, only that provision shall be stricken and all others shall apply. This limited Warranty does provide the Owner with certain legal rights and recourse and the Owner may process other rights **THIS LIMITED PRODUCT WARRANTY IS THE COMPLETE AND EXCLUSIVE WARRANTY BETWEEN LAST-DECK, INC. AND THE ORIGINAL PURCHASER. THE SOLE REMEDIES OF THE ORIGINAL PURCHASER FOR CONFORMANCE OF THE Last-Rail™ PRODUCT AS SET FORTH IN THIS LIMITED PRODUCT WARRANTY. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN THOSE EXPRESSLY HEREIN FOR REGISTERED PRODUCT. ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE ALSO EXCLUDED UNDER THIS WARRANTY. IN NO EVENT SHALL THE AMOUNT DUE HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT. IF YOUR STATE DOES NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, ANY SUCH IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO NINETY (90) DAYS FROM THE DATE OF ORIGINAL BILL OF SALE. This warranty will be constructed and interpreted in accordance with the laws of the state of Minnesota and the Minnesota state courts shall be the exclusive forum for all actions or proceedings between the parties of this warranty.**