

DIGGER SPECIALTIES, INC. LIFETIME LIMITED WARRANTY Westbury® Aluminum Railing AAMA 2604

Digger Specialties, Inc. warrants to the purchaser that its Westbury® Aluminum Railing is free of defects in workmanship and materials and that, in the course of normal and proper use, its Westbury® Aluminum Railing will not crack, peel, blister, flake, rust, nor be subject to abnormal weathering per **AAMA 2604 Specifications.**

This warranty covers:

Any defect in materials and workmanship.

This warranty will be effective:

- For the lifetime of the owner of real estate upon which the material is installed. A warranty registration card must be completed and emailed to <u>warranty@diggerspecialties.com</u> or mailed to Digger Specialties, Inc., P.O. Box 241, Bremen, Indiana 46506.
- The original owner will have 30 days to complete and return the registration card to be valid. A registration card can be requested in writing from Digger Specialties, Inc. at the above address or can be obtained from the Digger Specialties, Inc. Website – <u>diggerspecialties.com</u>.

This warranty applies to:

- The purchasing owner. Proof of purchase must be provided.
 This is a Lifetime Limited Warranty.
- The Lifetime Limited Warranty applies only to living entities. Non-living entities shall include but not be limited to governments, municipalities, corporations, and commercial operations. All non-living entities shall receive a 30-year limited warranty from the date of purchase.

Warranty claim process:

- Contact the dealer or distributor who sold or installed the Westbury® Aluminum Products or contact Digger Specialties, Inc., via mail (PO Box 241, Bremen, IN 46506), email (warranty@diggerspecialties.com), or phone (800-446-7659) within 30 days of discovering the claimed defect.
- If Westbury® Aluminum Products are found to be defective and covered by this warranty, Digger Specialties, Inc. will provide replacement of the defective Westbury® Aluminum Products, or at the sole discretion of Digger Specialties, Inc. provide financial compensation equal to the original purchase price.
- Gloss Retentions and Fade (Delta E) reading will be measured on a clean surface free of dirt, chalk, oxidized film or other contaminants per AAMA 2604.

Limitations and conditions not covered:

- Damage caused by faulty installation, or from improper application (Digger Specialties, Inc. will provide installation guidelines upon request).
- Damage attributable to fire, violent storms, earthquake or other Acts of God, accidents, vandalism, or other casualties, impact of objects, or exposure to atmospheric pollutants or conditions other than natural weather processes.
- Damage or discoloration due to misuse, abuse, abrasion (including sand abrasion), and improper storage or to alteration of the material by paints, chemicals, or other substances not recommended for Westbury® Aluminum Products.
- Any part relative to gate mechanism and/or operators.
- Cost of installation or removal, freight, labor and similar costs.
- Any incidental or consequential damages.
- Installations where the atmosphere is influenced by bodies of salt water (or other contaminant conditions) must adhere to the cleaning guidelines specified at <u>diggerspecialties.com</u> as modified from time to time.

Other considerations:

- The manufacturer of this material does not recommend or approve this material for all possible end use applications.
 Your Local Code Authority should be consulted regarding its safety and applicability for intended usage.
- This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

THE WARRANTY STATEMENTS CONTAINED IN THIS LIMITED WARRANTY SET FORTH THE ONLY WARRANTIES EXTENDED BY DIGGER SPECIALTIES, INC. FOR ITS WESTBURY® ALUMINUM PRODUCTS, AND THE PROVISIONS OF THIS WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF DIGGER SPECIALTIES, INC. AND THE PROPERTY OWNER'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. NO OTHER WARRANTY, WRITTEN, MADE BY DIGGER SPECIALTIES, INC. OR ANY AGENT THEREOF, WHICH IS NOT CONTAINED OR AUTHORIZED HEREIN, WILL BE RECOGNIZED BY DIGGER SPECIALTIES, INC.

