



Fortress Iron™ Railing Balusters 25 Year Limited Warranty

Fortress Iron™ warrants its balusters and baluster accessories to be free from manufacturing defects in material and workmanship to the original consumer purchaser for a period of 25 years from the date of purchase. In addition to manufacturing defects, this Limited Warranty covers cracking, peeling, and blistering of the finish and extensive corrosion (rusting) of the baluster products. Corrosion (rusting) is termed extensive when there are multiple rust-through perforation instances on the same piece of product.

This warranty does not cover damage caused by abnormal or improper use, improper product application, accident, alteration, welding, neglect, abuse, lawn care equipment damage, abrasion, harsh chemicals, pool chemicals or chemicals for ice removal, air pollutants, improper service or installation or lack of service, or damage caused by flood, fire or acts of God. Surface corrosion from scratches, nicks and dents are not covered. For product located 1 mile or less from the coast line, this Limited Warranty is for a period of 1 year from the date of purchase. This limited warranty does not cover balusters or baluster accessories that have had direct contact with salt water.

The original consumer purchaser must contact Fortress Iron™ customer service directly via phone at (866) 323-4766 or via email at warranties@fortressiron.com to obtain necessary warranty claim forms and official claim process. The original consumer purchaser will be notified by Fortress Iron™ as to whether the warranty claim is approved or denied. **PROOF OF PURCHASE TAG INCLUDED WITH ALL FORTRESS IRON™ PRODUCTS AND ORIGINAL RECEIPT MUST ACCOMPANY ALL WARRANTY CLAIMS.**

Conditions and Exclusions of this warranty

THIS WARRANTY IS NOT TRANSFERABLE. THE AMOUNT OF YOUR RESTITUTION WILL NOT INCLUDE LABOR TO REMOVE EXISTING COMPONENTS OR INSTALL THE REPLACEMENT COMPONENTS, SHIPPING CHARGES, SALES TAX OR ANY OTHER CHARGES. NOR IS FORTRESS IRON™ REQUIRED TO PROVIDE SUCH LABOR OR SERVICE. SOME DARKENING OF THE ANTIQUE BRONZE COLOR IS EXPECTED OVER TIME, AND THIS IS NOT A WARRANTY RELATED ISSUE.

The following proration schedule applies to all Fortress Railing Balusters:

1 – 10 Years	100% Replacement
11 – 20 Years	75% Replacement
21 – 25 Years	50% Replacement

The original consumer purchaser will be responsible for paying any prorated costing.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. FORTRESS IRON™ MAKES NO OTHER EXPRESS WARRANTIES AND DOES NOT AUTHORIZE ANY OTHER PERSON OR AGENT TO MAKE ANY OTHER EXPRESS WARRANTIES. FORTRESS IRON™ NEITHER ASSUMES NOR AUTHORIZES ANY OTHER LIABILITY OR OBLIGATION IN WARRANTY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THIS PRODUCT, IS LIMITED IN DURATION TO THE TWENTY-FIVE (25) YEAR TERM OF THIS LIMITED WARRANTY. IN NO EVENT SHALL FORTRESS IRON™ BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE PURCHASE OR USE OF THIS PRODUCT OR FOR ANY BREACH OF WARRANTY.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws. Any legal action arising out of this Agreement shall be litigated and enforced under the laws of the State of Texas. In addition, you agree to submit to the jurisdiction of the courts of the State of Texas, and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts in the State of Texas, U.S.A.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS WARRANTY IS APPLICABLE ONLY TO SYSTEMS INSTALLED WITHIN THE CONTINENTAL UNITED STATES AND CANADA.

