



SUBCONTRACTOR LIMITED WORKMANSHIP WARRANTY

Project: _____

Location: _____

Owner: _____

General Contractor: _____

Coverage and Duration of The Warranty

Tek-Rail, Inc., Subcontractor for _____ scope, do hereby warrant that all labor and material furnished and work performed in conjunction with the above referenced project are in accordance with the Contract Documents and Authorized modifications thereto, and will be free from defects in workmanship for a period of One (1) year(s) from the Date of Substantial Completion _____. It is **not transferable** to anyone who subsequently purchases the product from you. It excludes all expendable parts.

Terms of the Warranty

Within the period of this warranty, *Tek-Rail, Inc.* will repair and/or replace, free of charge; any part proving defective in workmanship. All warranty repairs and service must be performed by an authorized representative of *Tek-Rail, Inc.* The warranty extends only to the original Owner. It is not transferable to anyone. It excludes all expendable parts.

All expenses related to replacing or repairing defective work under this warranty shall be assumed by *Tek-Rail, Inc.* except for the following expenses, which shall be assumed by the buyer:

This Limited Warranty extends only to products installed by *Tek-Rail* or a *Tek-Rail* authorized reseller. This Limited Warranty does not extend to any product or service that has been damaged or rendered defective (a) as a result of accident, misuse or abuse; (b) as a result of an act of God; (c) by operation outside the usage parameters stated herein; (d) by the use of parts not manufactured or sold by Tek-Rail; (e) by modification of the product or service; (f) as a result of war or terrorist attack; or (g) as a result of service by anyone other than *Tek-Rail* or a *Tek-Rail* authorized reseller or authorized agent.



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Warranty Exclusions

This warranty does not apply to any costs, repairs, or services for the following:

- Service calls to correct the installation damage, unauthorized covering of product or service, or to explain the usage of the product or service to the buyer.
- Repairs necessitated by use other than normal Fair, Wear, and Tear (FWT).
- Damage resulting from misuse, abuse, accidents, alterations, removal or improper installation by any one than an authorized representative of Tek-Rail.
- Corrective work necessitated by repairs made by anyone other than a Tek-Rail's authorized representative.

EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, TEK-RAIL MAKES NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TEK-RAIL EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED TO THE TERMS OF THIS EXPRESS LIMITED WARRANTY.

Limitations of Remedy

Tek-Rail, Inc. is not liable for any damages caused by the product or by the failure of the product to perform, including any lost profits, lost savings, incidental damages, or consequential damages. *Tek-Rail, Inc.* is not liable for any claim made by a third party or made by the Owner for a third party.

This limitation applies whether damages are sought, or a claim made, under this warranty or as a tort claim (including negligence and strict product liability), a contract claim, or any other claim. This limitation can not be waived or amended by any person. This limitation of liability will be effective even if *Tek-Rail* or an authorized representative of *Tek-Rail, Inc.* has been advised by you of the possibility of any such damages. This limitation of liability, however, will not apply to claims for personal injury.

Should any defect develop during the warranty period due to improper workmanship or arrangement, the defect, including adjacent work displace, shall be made good by the undersigned at no expense to the Owner,

The Owner shall provide written notice of defective work to the Subcontractor no later than Thirty (30) days after the discovery of the defective work.



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USA State Laws

Some states do not allow limitations on how long an implied warranty lasts. In such states, the limitations or exclusions of this Limited Warranty may not apply to you.

This Limited Warranty gives you specific legal rights. You may also have other rights that may vary from state to state. You are advised to consult applicable state laws for a full determination of your rights.

Warranty Exclusions?

- Product or Service purchased from anyone other than *Tek-Rail* or a *Tek-Rail* authorized reseller.
- Routine cleaning or normal cosmetic and mechanical wear.
- Damage from misuse, abuse or neglect.
- Damage from use of parts not manufactured or sold by *Tek-Rail*.
- Damage from unauthorized modification or incorporation into other products.
- Damage from repair or replacement of warranted parts by a service provider other than a *Tek-Rail* authorized service provider.
- Damage from failure to perform preventative maintenance
- Service calls to correct the damage to or from unauthorized installation , unauthorized covering of product or service, or to explain the usage of the product or service.
- Repairs necessitated by use other than normal Fair, Wear, and Tear (FWT).
- Corrective work necessitated by repairs made by anyone other than a *Tek-Rail's* authorized representative.
- Removal, Modification, or Damage supporting substrates, blocking, or structural members required by others.
- Water intrusion, or damage there from caused by others.