

WARRANTY

AGS Stainless Inc. (henceforth, AGS), warrants to the original Purchaser that its products are free of defects in material and workmanship under normal use and with normal maintenance for a period of three (3) years. Discoloration of the product or surface oxidation is not considered a defect unless it is found that the material is not the represented grade of stainless steel. This Limited Warranty extends only to the original retail Purchaser registered for warranty and does not run to any subsequent owner of the facility where railing products are installed. This warranty is valid only for materials that are used in the manner intended by AGS.

If the product fails, AGS will repair or replace it, at the discretion of AGS, free of charge, provided the product has been given reasonable care and the damage has not resulted from improper installation, accident, negligence or misuse, or from unauthorized alterations by the Purchaser. Customization by Purchaser is not covered under any circumstance.

Claims must be made through AGS within thirty (30) days of discovery of the defect. Details on the defect and how the product was used (pictures are advised and may be required), together with proof of purchase must be included with the claim. Upon acceptance of the claim the customer or customer's agent must submit the defective product to AGS prepaid and insured with no damage other than that claimed under warranty.

IN NO EVENT SHALL AGS, INC. BE LIABLE UNDER THIS WARRANTY FOR ANY AMOUNT EXCEEDING THE ORIGINAL PURCHASE PRICE OF THE PRODUCT. AGS, INC. DOES NOT, UNDER ANY CIRCUMSTANCES, ASSUME THE RESPONSIBILITY FOR ANY CONSEQUENTIAL DAMAGES INCURRED IN CONNECTION WITH THE USE OF ITS PRODUCTS.

This warranty set forth is in lieu of all other warranties, whether expressed or implied. AGS, INC. disclaims any warranty whether expressed or implied, with regard to the products sold by it, including any implied warranty of merchantability beyond the scope of the warranty set forth above, and except as may otherwise be prohibited by applicable law.