FORTRESS RAILING PRODUCTS
RAILING LIMITED WARRANTY

The purchase, receipt, or use of any products and accessories listed in Section I(b) (the "Products") manufactured by Fortress Railing Products ("Manufacturer") is conditioned on Your (defined below) acceptance of the terms and conditions contained in this limited warranty (the "Limited Warranty"), and Manufacturer hereby objects to any additional or different terms and conditions in Your order, acceptance or other purchasing documents.

I. INTRODUCTION

a) Subject to the limitations and conditions described herein, Manufacturer warrants to the original purchaser ("You") that the Products will be free from manufacturing defects in materials and workmanship for the Warranty Term (defined below), including any cracking, peeling, blistering of the finish, and extensive corrosion of the Products arising from such defect. For the purpose of clarity, corrosion is extensive when there are multiple rust-through perforation instances on the same piece of Product. With respect to Products purchased for use by an individual on a personal residence; this Limited Warranty is for the duration listed in Section 1(b) below the heading "Residential Warranty". With respect to Products purchased for any other use; this Limited Warranty is for the duration listed in Section I(b) below the heading "Commercial Warranty".

b) Limited Warranty period (as applicable, the "Warranty Term") by Product, subject to Section I(c):

Product	Material	Residential Warranty	Commercial Warranty
Fe26 Traditional	Steel	Lifetime Limited Manufacturer	10-Year Limited Manufacturer
Fe26 Axis Horizontal	Steel	Lifetime Limited Manufacturer	10-Year Limited Manufacturer
Fe26 Ornamental	Steel	Lifetime Limited Manufacturer	10-Year Limited Manufacturer
Fe26 V-Series	Steel	Lifetime Limited Manufacturer	10-Year Limited Manufacturer
Fe26 H-Series	Steel	Lifetime Limited Manufacturer	10-Year Limited Manufacturer
Fe26 Pure View Baluster	Steel	Lifetime Limited Manufacturer	10-Year Limited Manufacturer
Fe26 PLUS Traditional	Steel	Lifetime Limited Manufacturer	10-Year Limited Manufacturer
Al13 HOME Traditional	Aluminum	Lifetime Limited Manufacturer	10-Year Limited Manufacturer
Al13 HOME V-Series	Aluminum	Lifetime Limited Manufacturer	10-Year Limited Manufacturer
Al13 HOME Pure View Baluster	Aluminum	Lifetime Limited Manufacturer	10-Year Limited Manufacturer
Al13 HOME Pure View Panel	Aluminum	Lifetime Limited Manufacturer	10-Year Limited Manufacturer
Al13 PLUS Traditional	Aluminum	Lifetime Limited Manufacturer	10-Year Limited Manufacturer
Al13 PLUS Pure View Baluster	Aluminum	Lifetime Limited Manufacturer	10-Year Limited Manufacturer
Al13 PLUS Pure View Panel	Aluminum	Lifetime Limited Manufacturer	10-Year Limited Manufacturer
Balusters	Steel	Lifetime Limited Manufacturer	10-Year Limited Manufacturer
Round Handrail	Aluminum	Lifetime Limited Manufacturer	10-Year Limited Manufacturer
Round Handrail	Steel	Lifetime Limited Manufacturer	10-Year Limited Manufacturer
Square Handrail	Steel	Lifetime Limited Manufacturer	10-Year Limited Manufacturer

c) For Steel Product located: (i) 1 mile or less from a salt water coastline, the applicable Warranty Term is reduced to 1 year; (ii) more than 1 mile, but less than 10 miles from a salt water coastline, the applicable Warranty Term is reduced to 5 years; and (iii) 10 miles or more from a salt water coastline, the applicable

Warranty Term is as set forth in Section I(b). Provided, however, and notwithstanding the foregoing, any Product installed within a flood zone of, or on or under the surface of, any body of water is excluded from this warranty.

d) For Aluminum Product located: (i) 1 mile or less from a salt water coastline, the applicable Warranty Term is reduced to 1 year; (ii) more than 1 mile, but less than 2 miles from a salt water coastline, the applicable Warranty Term is reduced to 5 years; and (iii) 2 miles or more from a salt water coastline, the applicable Warranty Term is as set forth in Section I(b). Provided, however, and notwithstanding the foregoing, any Product installed within a flood zone of, or on or under the surface of, any body of water is excluded from this warranty.

e) Notwithstanding anything to the contrary described herein, the Limited Warranty does not cover any damage to or defects in the Products caused or resulting in any way from the following:
   i. abnormal or improper use, improper product application, accident, alteration, welding, neglect, abuse, vandalism, lawn care equipment damage, abrasion, harsh chemicals, pool chemicals or chemicals for ice removal (including, but not limited to salt), air pollutants, improper service, installation or lack of service, building settlement, or damage caused by flood, fire or acts of God.
   ii. corrosion of the surface of any Product resulting in any way from scratches, nicks, and dents.
   iii. normal weathering (including non-uniform fading and color changes resulting from unequal exposure to the sun and elements). Abnormal discoloration is defined as a change in color greater than five (5) Hunter units of Delta E as confirmed by an industry standard color measurement device.

f) Products that are affected by extreme environmental conditions are excluded from this warranty.

g) For any Product to be eligible for this Limited Warranty, You must perform reasonable maintenance and be able to show a record of that maintenance. Failure to perform and provide a record of such maintenance will void this Limited Warranty.

h) Powder coated products are only eligible for this Limited Warranty if You have complied with the additional requirements set forth in Exhibit 1.

i) Your failure to notify Manufacturer in writing of any warranty claim within the applicable Warranty Period shall constitute a waiver of such claim regardless of whether the facts giving rise to such claim were discovered or were discoverable during the Warranty Period.

II. CONDITIONS AND EXCLUSIONS OF THIS WARRANTY

a) YOU MUST REGISTER FOR THIS WARRANTY WITHIN 30 DAYS OF RECEIPT OF THE PRODUCTS BY REGISTERING ONLINE AT HTTPS://FORTRESSRAILING.COM/WARRANTY-REGISTRATION.

b) TO BE ELIGIBLE FOR THE LIMITED WARRANTY DESCRIBED HEREIN, YOU MUST SUBMIT A WARRANTY CLAIM ONLINE AT HTTPS://FORTRESSRAILING.COM/WARRANTY-CLAIM-FORM AND COMPLETE THE WARRANTY CLAIM FORM WITHIN 30 DAYS OF DISCOVERING ANY WARRANTABLE DEFECT IN ANY PRODUCT. IN ADDITION TO COMPLETING THE WARRANTY CLAIM FORM, YOU MUST ALSO SUBMIT: PROOF OF PURCHASE, 4-6 PHOTOS OF THE PRODUCT AND JOBSITE, MANUFACTURING DATE CODE AND/OR LOT TAG, WHICH IS INCLUDED WITH ALL PRODUCTS, AND RELEVANT CLEANING AND MAINTENANCE DOCUMENTATION. IF MANUFACTURER DETERMINES YOUR CLAIM IS VALID, MANUFACTURER WILL, AT ITS OPTION, BUT SUBJECT TO SECTION II(e), EITHER REPLACE THE

DEFECTIVE PRODUCT(S) OR REFUND THE PORTION OF THE PURCHASE PRICE PAID BY YOU FOR SUCH DEFECTIVE PRODUCT(S) (NOT INCLUDING THE COST OF ANY INITIAL INSTALLATION), SUCH REPLACEMENT OR REFUND SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO YOUR PURCHASE OF ANY PRODUCTS. ANY REPLACEMENT PRODUCT PROVIDED UNDER THIS LIMITED WARRANTY WILL NOT BE ELIGIBLE FOR THIS LIMITED WARRANTY.

c) MANUFACTURER RESERVES THE RIGHT TO CHANGE OR DISCONTINUE ANY OF ITS PRODUCTS OR THE PARTS INCORPORATED INTO ANY OF ITS PRODUCTS WITHOUT NOTICE. IF ANY PRODUCT, PIECE, PART, OR COMPONENT SUBJECT TO THIS LIMITED WARRANTY IS NOT AVAILABLE AT THE TIME OF CLAIM, MANUFACTURER RESERVES THE RIGHT TO REPLACE ANY DEFECTIVE PRODUCT WITH ANOTHER PRODUCT, PIECE, PART, OR COMPONENT (THE "REPLACEMENT PRODUCT") THAT IS IN OUR SOLE DISCRETION AT LEAST OF EQUAL QUALITY OR VALUE.

d) THIS WARRANTY IS NOT TRANSFERABLE TO ANY SUBSEQUENT PURCHASER OR USER OF THE PRODUCT. THE AMOUNT OF YOUR RESTITUTION WILL NOT INCLUDE LABOR TO REMOVE EXISTING COMPONENTS OR INSTALL THE REPLACEMENT PRODUCTS (IF ANY), SHIPPING CHARGES, SALES TAX, OR ANY OTHER CHARGES, NOR IS MANUFACTURER REQUIRED TO PROVIDE SUCH LABOR OR SERVICE.

e) WITH RESPECT TO POWDER COATED PRODUCTS, THE REMEDY (REPAIR/REPLACE) DESCRIBED IN SECTION II(b) WILL BE PRO-RATED AS FOLLOWS:

Time Since Date of Purchase	**Replaced Value:**
1-7 Years	100% Replacement
8-15 Years	80% Replacement
16-20 Years	70% Replacement
21-25 Years	60% Replacement
Over 25 Years	50% Replacement

f) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. MANUFACTURER MAKES NO OTHER EXPRESS WARRANTIES AND DOES NOT AND WILL NOT AUTHORIZE ANY OTHER PERSON OR AGENT TO MAKE ANY OTHER EXPRESS WARRANTIES. MANUFACTURER 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 ANY PRODUCT. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE PURCHASE OF OR THE USE OF ANY PRODUCT. IN NO EVENT SHALL MANUFACTURER'S LIABILITY UNDER THIS WARRANTY EXCEED THE AMOUNT PAID FOR THE APPLICABLE PRODUCT(S).

g) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARDS TO ITS CONFLICT OF LAWS. ANY LEGAL ACTION ARISING OUT OF THE 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.

h) 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 PRODUCTS INSTALLED WITHIN THE CONTINENTAL UNITED STATES AND CANADA.

EXHIBIT 1 - CARE AND MAINTENANCE OF MANUFACTURER POWDER-COATED PRODUCTS AND SURFACES:

- During Product installation, all cut ends must be cleaned with a file to remove all burrs and completely covered with a minimum of (2) coats of Fortress Touch-up paint. In salt-water environments apply (3) three coats of Fortress Touch-Up Paint.
- During Product installation, remove all debris from inside the parts. Not removing the debris may cause staining to surrounding surfaces.
- During installation and any subsequent alterations, all steel shavings and/or chips resulting from the cutting process must be removed from the job site. Not removing steel shavings and/or chips could result in the staining of surrounding surfaces.
- All nicks, scratches, dents, etc. that expose the base material must be completely covered with a minimum of (3) three coats of Fortress Touch-Up Paint.
- After installation and for ongoing maintenance of your products, clean powder-coated Products and surfaces with a solution of warm water and non-abrasive, pH neutral detergent solution. Surfaces should be thoroughly rinsed after cleaning to remove all residues. All surfaces should be cleaned using a soft cloth or sponge.
- Ensure construction materials such as concrete, plaster, and paint splashes are removed immediately before they have a chance to dry. Failure to remove these materials may cause damage to the powder-coated surfaces.
- The frequency of cleaning depends in part on the standard of appearance and the requirements to remove deposits that may cause damage to the powder film coating after prolonged exposure. Fortress recommends cleaning in quarterly intervals on all products and powder-coated surfaces. In areas where higher traffic, increased atmospheric substances, or other effects may occur, the time period between cleanings should be increased to monthly intervals.

WARNING: Do not use strong solvents such as thinners, or solutions containing chlorinated hydrocarbons, esters, or ketones. Abrasive cleaners or cutting compounds should not be used.