



## LIMITED WARRANTY

### BUCHNER MANUFACTURING INC. COVERAGE

1. Subject to the following limitations, terms and conditions, Buchner Manufacturing Inc. warrants to each individual (hereinafter, the "Owner") who (i) purchases a Steel Product (as defined herein), (ii) uses the Steel Product solely for the intended purpose and (iii) is a resident of the Canada at the time of the purchase of the Steel Product, that the Steel Product is free from defects in material and workmanship in the course of manufacture and that the finish on the Steel Product will not chip, peel, flake or blister under conditions of ordinary use and wear for a period of 40 years commencing from the date of its purchase by the Owner, if installed and maintained according to the specifications and instructions of Buchner Manufacturing Inc. In order to claim under this Warranty, the Owner must provide Buchner Manufacturing Inc.

- prompt written notification of any defect in the Steel Product including a full description of the defect and a photograph of the same;
- an original purchase receipt from an authorized Buchner Manufacturing Inc. dealer; and
- proof in a form satisfactory to Buchner Manufacturing Inc. that each of the other conditions specified herein have been satisfied.

2. Steel Product is defined in this Warranty as any one or more components manufactured by Buchner Manufacturing Inc.

### LIMITATIONS

3. This Warranty covers only Steel Products manufactured by Buchner Manufacturing Inc. which are purchased by the Owner from an authorized Buchner dealer. This Warranty is for the exclusive benefit of the Owner whose property it is installed on and is not transferable. This Warranty does not cover damage of any kind resulting from:

- normal wear and tear, weathering and the damaging effects of sunlight and extremes of weather and atmosphere that may cause any surface to fade, chalk, or become soiled or stained;
- claimed defects, malfunctions or failures that result in whole or in part from abuse, misuse, neglect or improper installation, assembly or maintenance (installation and maintenance instructions may be found on the Buchner Manufacturing Inc. website shown below);
- accidental or intentional damage, collision, impact of foreign objects or vandalism;
- settlement, structural shrinkage, distortion or expansion of the property or property structure;
- harmful or corrosive chemicals, including harmful cleaning compounds and pesticides, animal waste, fumes, or vapours;
- surface deterioration due to air pollution, seacoast environment, airborne stains, mould, or mildew;
- warping or distortion due to exposure to excessive heat sources or exposure to unusual or excessive reflective heat sources;
- cracking or crazing due to cold temperatures; and
- fire, lightning, flooding, hurricane, tornado, windstorm, earthquake, hail, other acts of God, or any other causes beyond the contemplation of Buchner Manufacturing Inc.

### OTHER LIMITATIONS

4. THIS WARRANTY IS VOID AND BUCHNER MANUFACTURING INC., SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY IF:

- the Steel Product was not purchased new from an authorized Buchner Manufacturing Inc. dealer;
- the Steel Product was installed or used with a competitor's Steel Product or system, or used with a Steel Product or system not within the contemplation of the Buchner Manufacturing Inc.;
- the Steel Product was installed using improper fasteners, methods or techniques, or in nonconformity with applicable building codes or best building practices; or
- repairs, modifications, alterations or any changes of any kind were undertaken on the Steel Product without prior written authorization from the Buchner Manufacturing Inc.

5. Should the Steel Product be determined by Buchner Manufacturing Inc. to be covered by this Warranty, Buchner Manufacturing Inc., will refund the original purchase price, or replace, the Steel Product at the sole option of Buchner Manufacturing Inc., whose decision will be conclusive and binding. Buchner Manufacturing Inc.'s obligations under this Warranty will in no event exceed the purchase price of the Steel Product found to be defective. Fasteners and the costs of installation and removal and freight are excluded from this Warranty. Any additional costs and expenses beyond the original purchase price are the Owner's sole responsibility and are excluded. In the event of replacement under this Warranty, the Warranty applicable to the replacement material will extend only for the time remaining under the original Warranty.

6. Buchner Manufacturing Inc., reserves the right to discontinue or change any design or colour of the Steel Product at any time and without notice or liability. If, for any reason, the Steel Product of the type originally installed is no longer available from the Buchner Manufacturing Inc. and Buchner Manufacturing Inc. acknowledges that a claim will be covered, Buchner Manufacturing Inc. may refund the original purchase price or substitute another Steel Product determined by Buchner Manufacturing Inc. in its sole and absolute discretion to be of comparable quality and price.

7. THIS WARRANTY IS THE OWNER'S EXCLUSIVE REMEDY AND SUPERSEDES ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED. ALL OTHER REMEDIES, OBLIGATIONS AND CONDITIONS, LIABILITIES, RIGHTS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, ARISING AT LAW OR OTHERWISE, INCLUDING ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS, OR ARISING FROM COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, ARE DISCLAIMED BY BUCHNER MANUFACTURING INC., AND WAIVED BY THE OWNER. BUCHNER MANUFACTURING INC., SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY LOSSES OF ANY KIND.

8. Some provinces, other jurisdictions may not allow some or all of the limitations set forth herein, or the exclusion or limitation of incidental or consequential damages. If any provision is found to be unenforceable, only that provision shall be stricken and all others shall apply. This Warranty does provide the Owner with certain legal rights and recourse and the Owner may possess other rights or recourse, depending on the province, or other jurisdiction.

9. This Warranty shall be governed and construed in accordance with the laws of the Province of Ontario, excluding its conflict of laws rules, and the Owner irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario in the event of any proceeding or dispute under this Warranty.

### SUBMITTING A CLAIM

10. If the Steel Product appears to be defective, please write to Buchner Manufacturing Inc. at 16650 Bayview Ave, Newmarket, On, L3X 2S8 enclosing the documentation specified in Section 1, above.

For installation and maintenance of our aluminum Steel Products, visit: [www.BuchnerMfg.com](http://www.BuchnerMfg.com)