

LIMITED WARRANTY

WPS Handrails (a division of WPSi Group Ltd) (hereinafter “WPS”) warrants to the original purchaser (“Purchaser”) that, for the period of time set forth in table 1 below, under normal use and service conditions, WPS’s products shall be free from material defects in workmanship and materials, and shall not split, splinter, rot or suffer structural damage caused by termites or fungal decay.

For Capped products (Procap and Luxecap), the term of such warranty shall be twenty-five (25) years from the date of original purchase for a residential application, and ten (10) years from the date of original purchase for a commercial application.

For Ecoboard, the term of such warranty shall be fifteen (15) years from the date of original purchase for a residential application, and five (5) years from the date of original purchase for a commercial application.

If a defect occurs within the warranty period, the Purchaser shall notify WPS in writing and, upon confirmation by an authorized WPS representative of the defect, WPS’s sole responsibility shall be, at it’s option, to either replace the defective item or refund the portion of the purchase price paid by the Purchaser for such defective item (not including the cost of it’s initial installation and delivery). WPS reserves the right to inspect the goods on site (such visit may be chargeable if a warranty claim should fail) or otherwise request that the Customer send in a sample of the alleged defective goods.

TABLE 1.

Procap / Luxecap 25 - Year Limited Residential Warranty 10 – Year Limited Commercial Warranty		Ecoboard 15 - Year Limited Residential Warranty 5 – Year Limited Commercial Warranty	
Year of Claim	Recovery	Year of Claim	Recovery
0-5	100%	0-3	100%
6-10	70%	4-6	70%
11-15	40%	7-9	40%
16-20	20%	10-12	20%
21-25	10%	13-15	10%

THIS WARRANTY SHALL NOT COVER AND WPS SHALL NOT BE RESPONSIBLE FOR COSTS AND EXPENSES INCURRED WITH RESPECT TO THE REMOVAL OF DEFECTIVE WPS PRODUCTS OR THE INSTALLATION OF REPLACEMENT MATERIALS, INCLUDING BUT NOT LIMITED TO LABOUR, BUILDING MATERIALS AND FREIGHT.

For purposes of this warranty, a “residential application” shall refer to an installation of the Product on an individual residence, and a “commercial application” shall refer to any installation of the Product other than on an individual residence.

With respect to a residential application, this warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the property upon which the WPS products were originally installed. With respect to a commercial application, this warranty is freely transferable to subsequent buyers of the property upon which the WPS products were originally installed. To make a claim under this limited warranty, the Purchaser, or the transferor, shall send to WPS, within the warranty period referred to above, a description of the claimed defect and proof of purchase to WPS. WPS does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to:

- (1) Improper installation of WPS products and/or failure to abide by WPS’s installation guidelines.
- (2) Use of Products beyond normal use, or in an application not recommended by the WPS installation guidelines and local building regulations.
- (3) Movement, distortion, collapse or setting of the ground or the supporting structure on which the Products are installed.
- (4) Any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.).
- (5) Variations or changes in colour of Products.
- (6) Improper handling, storage, abuse or neglect of Products by Purchaser, the transferor or third parties.
- (7) Any fasteners not supplied by WPS.
- (8) Ordinary wear and tear.
- (9) The pressure washing or blasting of the products or any marks made by spiked shoes or other sharp objects.
- (10) Exposure to extreme heat sources including reflected sunlight from glass or polished objects, barbecues, chimineas or hot coals
- (11) Exposure to any foreign substances including solvents, oils or paints not recommended by WPS in writing.

No person or entity is authorized by WPS to make and WPS shall not be bound by any statement or representation as to the quality or performance of WPS products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by WPS and the Purchaser.

UNDER NO CIRCUMSTANCES WILL WPS BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND WPS’S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

This warranty and any dispute or claim arising out of, or in connection with it, its subject matter or formation, shall be governed by, and construed in accordance with, the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Warranty, its subject matter or formation.