



BROCKWELL INCORPORATED

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4728 SCARBOROUGH PLACE ▪ STONE MOUNTAIN, GEORGIA 30087 ▪ PHONE: 980-282-8383 ▪ E-MAIL: sales@columnsdirect.com

PRODUCT WARRANTY

Premium Synthetic Classic Stone Balustrade Systems

LIMITED 5 - YEARS WARRANTY

The following warranty applies to our Synthetic Classic Polymer Stone balustrade systems manufactured by Brockwell Incorporated. Brockwell Incorporated provides a **LIMITED WARRANTY** against defect in materials and workmanship for a period of five (5) years from date of delivery or installation. This warranty pertains to the original builder/homeowner only and is not transferrable.

DETAILS

Polymer Stone is a cast stone product and an alternative to stone: holes, protrusions, cavities, chips, etc. are not defects. In no event shall Brockwell Incorporated be liable for any warranty claim arising from: excessive wear and tear; vandalism, usage in a manner inconsistent with the normal or intended usage of such goods and services; misuse, neglect, improper maintenance; work or omission by any other person or party, including but not limited to contractors, tradesmen, installers, architects, or others not under the direct supervision and control of Brockwell Incorporated; products not manufactured by Brockwell Incorporated, whether provided by Brockwell Incorporated or not, but used in combination with Polymer Stone products, including but not limited to: handrails, light fixtures, securing hardware, screws, or nails. Cracked newel posts are not covered under this warranty.

Rails spanning more than 12 feet are not covered under this warranty. White colored products are meant for paint-grade purposes and any discoloration is not covered under this warranty. Polymer Stone colors will fade or darken with time. Failure by customer to adhere to contract terms, including timely payment, voids all warranties.

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Failure to follow Brockwell Incorporated's storage and handling instructions and/or installation instructions will void this limited warranty. The sole obligation of Brockwell Incorporated, under this warranty, is to repair or replace a defective product, and it shall not be responsible for freight charges and/or labor costs of installation.

BROCKWELL INCORPORATED SHALL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, including any lost profits, interruption of operations, personal injury, property damage, labor, parts damaged by freight carriers, installation, shipping or other costs incurred by you as a result of such defect or incident to the repair or replacement of, or inability to use, any product of Brockwell Incorporated. Brockwell Incorporated shall have no liability to any person or company due to any of the aforementioned.

Purchaser may claim no deduction, credit, or set-off against any amount owed to Brockwell Incorporated without the express prior written consent of the warrantor.

CLAIMS

Written notice of a warranty claim must be made to Brockwell Incorporated's office within said period, or within (14) days of discovery of the alleged defect, whichever term is shorter. Any action or suit against Brockwell Incorporated arising out of or relating to this Limited Warranty must be commenced within six (6) months after the cause of action has accrued.

In the event that a claim is made under this Limited Warranty Brockwell Incorporated shall have the right to have its agent(s) or representative(s) inspect the part in question and determine, in its sole discretion, that the part supplied is defective.

This warranty constitutes the full extent of Brockwell Incorporated's responsibility and is in lieu of all other express warranties. NO OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL EXIST IN CONNECTION WITH ANY OF THE GOODS OR SERVICES SUPPLIED HEREUNDER, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.

