

# **ALPA OUTDOOR PRODUCTS INC.**

## **PRODUCT WARRANTY**

### **1. FIVE (5) YEARS MATERIALS AND WORKMANSHIP WARRANTY**

Alpa Ontario Railing Inc. ("Alpa Ontario Railing") warrants that its products shall be free from defects in materials and workmanship for a period of five (5) years from the date of first purchase.

ALPA ONTARIO RAILING DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

### **2. LIMITATION OF LIABILITY**

The limit of Alpa Ontario Railing's liability for breach of the warranty set forth herein, whether based on negligence, breach of warranty, strict liability, or any other theory, shall be, at Alpa Ontario Railing's option, either: (i) the repair or replacement of any part/product which Alpa Ontario Railing reasonably determines to be defective in materials or workmanship under normal use and service, or (ii) a refund of the purchase price.

Replacement parts/products will be closest equivalent to original parts/products but may not exactly match the originals. The warranty on any replacement parts/ products will only extend for the balance of the original five (5) year warranty period.

ALPA ONTARIO RAILING SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING PERSONAL INJURY OR WRONGFUL DEATH DAMAGES) WHETHER BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY. IN NO EVENT SHALL ALPA ONTARIO RAILING'S LIABILITY UNDER THIS WARRANTY, WHETHER TO THE ORIGINAL PURCHASER OF A DEFECTIVE PRODUCT OR ANY THIRD PARTY CLAIMING ON BEHALF OF SUCH PURCHASER, EXCEED THE PURCHASE PRICE RECEIVED BY ALPA ONTARIO RAILING FOR SUCH DEFECTIVE PRODUCT OR THE COST OF REPAIRING OR REPLACING SUCH DEFECTIVE PRODUCT.

### **3. CLAIMS PROCEDURE**

Every claim under this Warranty shall be deemed waived unless: (i) such claim is made in writing to Alpa Ontario Railing by the original purchaser of the defective product, containing a description of the defect and such claim is accompanied by evidence of purchase; (ii) in the case of a claim relating to a visibly damaged or defective product, such claim is received by Alpa Ontario Railing within ten (10) days of the date of first purchase of the defective product; and (iii) in the case of a claim relating to any other defect, such claim is received by Alpa Ontario Railing within thirty (30) days after the defect to which such claim relates is discovered or ought to

have been discovered, provided such claim is received before the expiry of the five (5) year warranty period.

### **4. EXCLUSIONS**

NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN OR ELSEWHERE, THIS WARRANTY DOES NOT COVER: products which were not installed in accordance with the Alpa Ontario Railing installation instructions; products which were installed in violation of any applicable building codes; products which were modified in any way; products subjected to conditions outside their design limitations including excessive stress; products that have not been paid in full; defects resulting from abuse, negligence, improper use, improper storage, careless handling, Acts of God; defects involving minor variations in colour or texture, normal wear or discoloration of finish; defects resulting from abrasion or corrosion, acid rain, salt spray, or other corrosive elements; defects resulting from exposure to excessive temperature or extreme weather; and defects resulting from any other circumstances beyond Alpa Ontario Railing's control.

### **5. SEVERABILITY**

If any of these provisions are determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of these terms shall be unaffected.

### **6. MODIFICATION OR TERMINATION**

This Warranty, together with the provisions of Alpa Ontario Railing's quotation form and invoice with respect to the product(s) in question supersede and replace all prior negotiations and/or agreements made between Alpa Ontario Railing and the warranty claimant, whether oral or written, and contain the entire understanding between such parties with respect to the subject matter hereof. No waiver or modification of these terms shall be binding upon Alpa Ontario Railing unless made in writing and signed by a duly authorized representative of Alpa Ontario Railing. Additional or different terms submitted by anyone other than Alpa Ontario Railing are specifically rejected and shall be deemed to be of no effect.

### **7. NO ASSIGNMENT**

This Warranty is not transferrable or assignable and is provided only to the original purchaser of the product in question.

### **8. GOVERNING LAW**

This Warranty is governed by, and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable thereto.

### **9. DOMESTIC SALE OF GOODS**

The parties agree that the local domestic sale of goods law of the Province of Ontario shall apply to this order and not the International Sale of Goods Act R.S.O. 1990, c 1-10.