



## ATLANTIS RAIL Contact Information

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## Limited Manufacturer's Warranty & Limitations

January 1, 2018

Subject to the terms and conditions set forth herein, Atlantis Rail, Inc. ("Atlantis Rail") provides this Limited Warranty ("Limited Warranty") per the time periods designated per product below in section 10. This Limited Warranty is only provided to the person or entity that owns the real property where the Atlantis Rail Product ("Product") is installed referred to as ("Original Purchaser"). Warranty covers lighting and electrical components, including all parts and components collectively representing "the product" sold by Atlantis Rail and installed on the subject property. Only product sold by Atlantis Rail or its Authorized Dealers and purchased and delivered within the United States is covered by this warranty. Original Purchaser is responsible for understanding and accepting this Limited Warranty. Any question regarding this limited warranty should be made directly to Atlantis Rail, Inc. at (800) 541-6829.

**1) Warranty Registration:** This Limited Warranty requires Product registration; if Product is not registered with Atlantis Rail, including a copy of the retail purchase invoice within 1 year of purchase, the warranty expires until Product is registered. Product registration is required for all claims. Product registration can only be accepted from the original property owner.

**2) Limited Manufacturer's Warranty:** Atlantis Rail, warrants that Product shall be free from material defects in workmanship and materials under normal use, conditions, installation and maintenance in accordance with the Product specifications and procedures described in the installation and maintenance instructions. Discoloration and / or surface oxidation is not considered a defect unless material is specifically found to be other than represented. Failure to maintain product per Atlantis Rail maintenance instructions will nullify any and all remedies under this warranty.

**THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR AND OF THE PRODUCT.** ATLANTIS RAIL MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE INCLUDING BUT NOT LIMITED TO BUILDING CODE COMPLIANCE. ALL WARRANTIES ARISING FROM COURSE AND DEALING AND USAGE OF TRADE AND ALL SUCH EXPRESS OR IMPLIED WARRANTIES ARE HEREBY DISCLAIMED EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY AND ALL REPRESENTATIONS OF WARRANTY, EXPRESSED OR IMPLIED, MADE BY ANY SALES REPRESENTATIVES OR AGENT OF ATLANTIS RAIL ARE HEREBY FURTHER DISCLAIMED. IN NO EVENT SHALL ATLANTIS RAIL BE LIABLE UNDER THIS WARRANTY FOR ANY AMOUNT EXCEEDING THE ORIGINAL PURCHASE PRICE PAID TO ATLANTIS RAIL. ATLANTIS RAIL DOES NOT IN ANY CASE ACCEPT RESPONSIBILITY FOR THIRD PARTY MATERIAL. ATLANTIS RAIL DOES NOT ASSUME ANY RESPONSIBILITY FOR INJURY ARISING FROM INSTALLATION OR USE OF THE PRODUCT.

**2) Warranty Limitations and exclusions:** Atlantis Rail warrants our Product to the extent and value of the Atlantis Rail Product purchased only. This Limited Warranty does not cover, and Atlantis Rail assumes no responsibility or, liability for damages or injury arising from, caused by or related to:

- a) Atlantis Rail does not in any case accept responsibility for third party materials, labor or other cost not directly related to Atlantis Rail product purchased; Use of third-party products such as wire rope / cable with Atlantis Rail product will nullify any warranty claim; or
- b) Use, care, maintenance and handling of the Product by a party other than the Original Purchaser, including without limitation, use of the Product with any product or system not designed, produced or manufactured by Atlantis Rail or otherwise designated by Atlantis Rail in writing as being compatible with the Product; or
- c) Failure by Original Purchaser to observe any safety or maintenance procedures or precautions in the use, care and handling of the Product; or
- d) Any Product that has been subject to improper or incorrect maintenance or repair; or
- e) Any Product that has been damaged by negligence, accident, mishandling, abuse, faulty installation, lack of maintenance or has otherwise been maintained, handled, or operated inconsistent with or in contradiction to the instructions and procedures described in the Atlantis Rail installation and maintenance instructions or in violation of the Product specifications or local building codes; or
- f) Any Product that has been purchased or acquired from a party other than Atlantis Rail or its Authorized Dealer including but not limited to, any Product purchased from an Original Purchaser of Product; or
- g) The ordinary wear and tear of the Product; or
- j) Any condition of the Product caused by or resulting from weathering, scratching, discoloration, tarnishing or performance caused by exposure to corrosive elements or atmospheric contaminants such as salt spray, salt air, chemicals, and pollution; vandalism; surface oxidation; settlement, structural shrinkage, distortions or expansions of the property or structures on property on which the Product is installed, affixed or otherwise placed; fire, flood and acts of God or other causes beyond the control of Atlantis Rail; or
- k) Discoloration or oxidation of the Product shall not be considered a defect covered by this Limited Warranty; or
- l) Non Stainless Steel products, including but not limited to NOVA Railing and Aluminum Stabilizer Kits, installed within 1 miles of Salt Water, including "brackish water" shall not be covered by this limited warranty or any other warranty.

**3) Warranty Remedies:** The remedies provided below are the original purchaser's sole remedies under this Limited Warranty. Correction of any product defect by the remedies listed below are constitute complete fulfillment by Atlantis Rail of this Limited Warranty regardless of actions based in contract or tort.

- a) Repair, Replacement or Refund. Under this Limited Warranty, if a defect arises and a valid claim is received by Atlantis Rail within the Warranty Period in accordance with the provisions of Section 4 below, Atlantis Rail shall, at its option and to the extent permitted by law, either (i) repair the Product, at no charge, using replacement parts; (ii) exchange or replace the Product with a new Product, or if such Product is no longer available, exchange or replace the Product with a substitute product that Atlantis Rail, in its sole and absolute discretion, determines to be of comparable quality and price to the Product being replaced; or (iii) refund the purchase price of the Product. Subject to the same limitations and exclusions set forth in this Limited Warranty, any replacement parts used or provided by Atlantis Rail will be warranted for the remainder of the original Warranty Period or ninety (90) days, whichever is longer.
- b) Ownership Upon Replacement or Refund of Product. In the event that the Product is exchanged or replaced, the replacement item becomes the property of the Original

Purchaser and the replaced Product shall become the property of Atlantis Rail upon replacement. In the event Atlantis Rail elects to refund the purchase price, delivery by Atlantis Rail of such refund shall be made within a reasonable time from the date such Product is returned to Atlantis Rail and, upon delivery by Atlantis Rail of the refund, the returned Product shall become the property of Atlantis Rail.

**4. Limitation of Damages; NOT WITHSTANDING ANYTHING ELSE TO THE CONTRARY, ATLANTIS RAIL, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AND ANY AFFILIATED COMPANIES SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND ATLANTIS RAIL'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE PRODUCT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.**

**5) Warranty Procedures:** All warranty registration and claims must be made directly with Atlantis Rail, within 10 (10) days of discovering a defect. Warranty claim will require detail on the claimed defect and how the product was used (pictures will be required). Atlantis Rail reserves the right to review all warranty claims including request for product samples for testing before accepting or rejecting a warranty. If warranty claim is accepted Atlantis Rail reserves the right to prescribe a solution under warranty with the limitations stated above.

**6) Reservation of Rights to Product:** Atlantis Rail is not responsible for any differences or gradation in color of its Product. New materials or replacement Products may differ in color from previous Products sold or used by Original Purchaser as a result of discoloration, aging, weathering or availability of material. Atlantis Rail reserves the right to discontinue or change any design or color of its Product at any time and without written notice to Original Purchaser or liability to Atlantis Rail.

**7) No Transfer:** This Limited Warranty is provided by Atlantis Rail to the Original Purchaser and may not be assigned or otherwise transferred, in whole or in part, by the Original Purchaser without the prior written consent of Atlantis Rail, which consent shall be given in Atlantis Rail's

**8) Severability:** If any term or provision herein shall to any extent be held invalid or unenforceable, the remaining terms and provisions herein shall be valid and enforced to the fullest extent permitted by law.

**9) Governing Law.** This Limited Warranty shall be governed by and construed and enforced in accordance with the laws of the State of Massachusetts without regard to its conflict of principles of Law.

Atlantis Rail, Inc. reserves the right to make changes to our warranty and / or warranty policy at any time. This warranty set forth is in lieu of all other warranties, whether expressed or implied. ATLANTIS RAIL, INC. disclaims any warranty whether expressed or implied, with regard to the products sold by it or any dealer, including any implied warranty of merchantability beyond the scope of the warranty set forth herein, and except as may otherwise be prohibited by applicable law.

**10) Prescribed Residential Limited Warranty Periods:**

Micro Star™ Lights	3 Years
Other Electrical Components	3 Years