



Railing Hardware Warranty

Dear Client,

The following warranty provides details regarding the duration of the warranty for Brick Glass's Railing Hardware, along with the associated rights, obligations, limitations, and exclusions. All products are warranted to be free from defects in materials and workmanship for the time period specified below. This warranty applies only to the Seller's authorized distributors and the first purchaser (collectively referred to as the "Buyer") who acquires the product for purposes other than resale.

It is the Buyer's responsibility to determine the suitability of Brick Glass's products or materials for their intended use. The Buyer assumes all risks and liabilities related to the use or inability to use the products. Additionally, the Buyer agrees to accept shipments with the understanding that Brick Glass's liability is strictly limited to the invoice value of the merchandise shipped. Any representations or warranties inconsistent with, or in addition to, those stated in this warranty are unauthorized and not binding on Brick Glass. No salesperson, agent, employee, or representative of Brick Glass has the authority to alter or extend the terms of this warranty.

Brick Glass warrants that for a period of one (1) year from the date of invoice to the Buyer, its Railing Hardware will be free from material defects and defects in workmanship.

This warranty does not apply if, upon inspection by Brick Glass, it is determined that the Railing Hardware was improperly installed or maintained, contrary to the guidelines and instructions provided by Brick Glass.

Brick Glass's sole obligation under this warranty is limited to either providing a refund of the purchase price, or supplying a replacement for the defective Railing Hardware within the warranty period. The remedy chosen (refund or replacement) shall represent the full extent of Brick Glass's liability for any defects in the material or workmanship of the Railing Hardware. No additional remedies are provided.

This warranty is exclusive and supersedes any other warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. Under no circumstances shall Brick Glass be liable for indirect, special, incidental, consequential, or exemplary damages, including but not limited to lost profits, regardless of the legal theory invoked (e.g., contract, negligence, strict liability, or warranty). Brick Glass has no control over the conditions under which its products are used and does not guarantee the adequacy or sufficiency of any advice or recommendations given to the Buyer. Furthermore, Brick Glass is not bound by any terms or conditions of agreements between the Buyer and third parties.

With much respect,

Christopher J. Kinsella
General Manager of Brick Glass