Trex® Spiral Stairs™ Limited Warranty

The Iron Shop, Inc. (“TIS”) warrants to the original purchaser (“Purchaser”) that, for the period of time set forth in the following sentence, under normal use and service conditions, Trex® Spiral Stairs™ (the “Product”) shall be free from material defects in workmanship and materials and will not become structurally unfit, which is defined as corrosion causing a perforation of the Product. 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. The powder-coated finish on the aluminum model spiral stair is warranted for a term of five (5) years from the date of purchase. If a defect occurs within the warranty period, Purchaser shall notify “TIS” in writing and, upon confirmation by an authorized “TIS” representative of the defect, “TIS’s” sole responsibility shall be, at its option, to either replace the defective item or refund the portion of the purchase price paid by Purchaser for such defective item (not including the cost of its initial installation).

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.

Salt Water Applications – The Galvanized Steel Product may not be installed within 3,000 feet of any body of salt water due to increased risk of corrosion. Any such installation shall void this limited warranty. The Powder-Coated Aluminum Product is covered under this limited warranty if installed within 3,000 feet of any body of salt water.

Other Water Applications – The Product may not be installed under the surface or within the splash zone of any body of salt water or fresh water due to increased risk of corrosion. Any such installation shall void this limited warranty.

Standing Water – The Product may not be installed or submersed in standing water. Any such installation or condition shall void this limited warranty.

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

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 Products were originally installed. With respect to a commercial application, this warranty is freely transferable to subsequent buyers of the property upon which the Products were originally installed.

To make a claim under this limited warranty, Purchaser, or the transferee, shall send to TIS, within the warranty period referred to above, a description of the claimed defect and proof of purchase, to the following address:

The Iron Shop
400 Reed Road
Broomall, PA 19008
TIS does not warrant against and is not responsible for any condition attributable to: (1) defects caused by improper installation or decay caused by fasteners; (2) use of the Product beyond normal use or service conditions, or in an application not recommended by TIS’s guidelines and local building codes; (3) corrosion caused by factors other than environmental or atmospheric processes; (4) failure to strictly abide by TIS’s standard maintenance practices, as described below; (5) movement, distortion, collapse or settling of the ground; (6) any act of God (such as flooding, hurricane, earthquake, lightning, etc.); (7) improper handling, storage, abuse or neglect of the Product by Purchaser, the transferee or third parties; or (8) ordinary wear and tear.

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

UNDER NO CIRCUMSTANCES WILL TIS 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 TIS’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.

Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from State to State or Province to Province.

Trex® Spiral Stairs™ Maintenance Requirements:

1. **First Maintenance**: Defined as the physical inspection of components in search of corrosion. Atmospheric and environmental conditions can affect the longevity of the Product. Densities of air borne pollutants in certain atmospheres require adjustments in the maintenance and inspection schedules. You should conduct first maintenance within six (6) years after installation for a residential application and four (4) years after installation for a commercial application. If corrosion is identified, immediately begin corrosion management practices.

2. **Inspection Schedule**: After first maintenance, the Product must be inspected for structural integrity every two (2) to five (5) years for a residential application and every two (2) years for a commercial application. Integrity is inspected by tapping along the surface area of the components with a metal tool such as a screwdriver. If flaking of the exterior coat occurs or discrepancies of sound are heard, immediately begin corrosion management practices.

3. **Corrosion Management**: Sand any affected areas to twice the size of the corroded area with 80 grit sand paper. Apply a TIS approved cold galvanizer to affected area.

This warranty shall only be applicable and enforceable in the United States of America, Canada and Mexico.

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