

## LIMITED WARRANTY

VIVA Railings, LLC., a Texas corporation (herein after “seller”), warrants its railing products to be free from defects due to defective materials or workmanship for a period of one (1) years from the date of receipt by the customer ordering the products (herein after “customer”) from the seller.

This warranty does not cover materials which have been abused, neglected or used in any manner other than for pedestrian railings nor for any damage, failure or corrosion resulting from environmental conditions, improper installation, vandalism, insurrection, war or acts of nature.

Seller’s obligations under this warranty are limited to the replacement or refund of the net purchase price of materials found to be defective under the terms contained herein. The purchase price shall be the price Customer paid Seller for the goods. VIVA Railings, LLC. shall not be liable for expenses of disassembly, installation or any other expenses relating to the replacement of defective materials, except as specifically stated above, nor for any other damages of any kind, including but not limited to incidental or consequential damages for lost profits, lost sales, injury to person or property, environmental injuries or any other incidental or consequential damages of any nature.

All claims under this warranty are limited to the warranty period specified above. Should any defect develop during the warranty period, the party making the claim shall deliver the goods to the Seller together with written notice of such defect and evidence that the condition or product failure is covered by this warranty. The Seller will promptly repair or replace any goods found to be defective or, at its option, refund the purchase price as indicated above.

**Viva Railings, LLC.**