

HITCH CORE WARRANTY

(Canada & USA only)



15 Year Non-Prorated Hitch Cladding Attachment System Components [Limited Warranty]

Warranty granted to (building owner):

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Longboard Architectural Products Inc. ("Longboard") products as identified by the Product Codes listed will conform to the standards set out in Clause 1 of this Warranty, subject to the terms and conditions set out in Clause 2 and 3 of this Warranty.

Product codes: Product description:

Finish:	

Install contractor	
Project name	
Project address	
Address 2	Install start date
Date of substantial completion	

This Warranty is only valid for applications within Canada and USA. All applications outside of Canada and USA are required to contact Longboard for assistance.

- Clause 1**
Longboard expressly warrants that its product line is free from manufacturing defects in material or workmanship.
- 1.1 When the product is applied according to Longboard instructions and properly maintained, such product is guaranteed against the following:
- 1.2 **Structural Integrity:** All Hitch Cladding Attachment System components and related parts supplied by Longboard shall be warranted to remain structurally sound and capable of supporting the design loads as approved by the engineer on record.
- 1.3 **Corrosion:** When installed under normal atmospheric conditions in accordance with Longboard's Instructions and properly maintained, the product is warranted against rust and corrosion that would compromise its structural integrity.
- 1.4 **Removal and Reinstallation:** Hitch Cladding Attachment System components and related parts supplied by Longboard shall be eligible for compensation for removal and reinstallation only upon completion of a due diligence process approved by Longboard, and only if all parties determine that the products are defective.
- 1.5 **What we will do:** If, during the fifteen (15) year Limited Warranty Period on the Hitch Cladding Attachment System, the Product is defective in material or workmanship, Longboard will, in its sole discretion, either repair or replace the defective portion of the Product.
- 1.6 After the 15th year, this Limited Warranty on the Hitch Cladding Attachment System will expire and shall no longer be applicable.
- 1.7 Longboard replacement of the defective Product or reimbursement of this Limited Warranty is the exclusive remedy for the Covered Person for any defect in materials or workmanship. Longboard will pay for all reasonable costs of material as it relates to the repair and/or replacement of the defective Product.
- Clause 2**
- 2.1 **Warranty Terms and Conditions:**
- 2.2 The "Warranty Period" for the warranties in Clause 1 shall mean the respective number of years or for as long as the Covered Person commencing on the date of substantial completion named above shall live and own the property on which the material was originally installed.
- 2.3 Registration of the product is required within ninety (90) days from substantial completion for the warranty to be in effect. This warranty is valid for the original owner and one other subsequent owner of the structure where the product(s) have been installed.
- 2.4 Normal atmospheric conditions exclude corrosive or aggressive atmospheres such as those contaminated with chemical fumes or other corrosive elements. The Hitch Cladding Attachment System is not for marine use on boats, ships or offshore platforms.
- 2.5 Under no circumstance shall Longboard's liability under this limited warranty exceed 1 times the total corresponding Longboard material cost (excluding sales tax, labor and installation related costs) as noted on the original purchase invoice and paid by the Buyer for the specific project.
- Clause 3**
- 3.1 This warranty will not extend or cover:
- 3.2 Damages to the product caused by handling, shipping, processing and/or installation; or
- 3.3 Damages to the product caused by bending, scratching or abrading after installation; or
- 3.4 Damages to the product as a result of standing water.
- 3.5 The warranty will not be applicable to damage or failure, which is caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotion, acts of war, or other such similar or dissimilar occurrences beyond Longboard's control.
- 3.6 Customer shall make available to Longboard the dates of the installation of the Hitch Cladding Attachment System, in compliance with the installation instructions. Subject to the limitations set out in Clause 1 section of this warranty.
- 3.7 Claims must be made in writing to Longboard within 30 days of the discovery of a problem and authorization obtained prior to beginning any repair and/or refinishing work. The claimant must provide proof of coverage. Claims can be made by writing to Longboard. After receiving such notice, Longboard must be given a reasonable opportunity to inspect and verify the claim.
- 3.8 Longboard exclusive liability under this warranty, or otherwise, will be limited to repairing and/or replacing, at Longboard's sole discretion, the defective Hitch Cladding Attachment System product. The warranty on any repaired or replaced product supplied hereunder shall be for the remainder of the warranty period applicable to the original product. All warranty work will be performed by a company or contractor selected by Longboard.
- 3.9 This warranty represents the entire agreement between parties in relation to its subject matter and supersedes any previous agreement whether written or oral between the parties in relation to its subject matter. The limited warranties state the entire liability of Longboard with respect to the products covered by them. Longboard shall have no liability for any incidental or consequential damages. No person is authorized to make any representation or warranty on behalf of Longboard except as expressly set forth above, and any such statement shall not be binding on Longboard. Except as expressly set forth above, Longboard makes no warranty of any kind, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Warranties shall be the duration of the limited warranty, or such shorter duration as provided under applicable local law. These limited warranties give you specific legal rights, and you may also have other rights which vary from area to area.
- 3.10 Nothing in this warranty shall be construed as a warranty of the workmanship of any installer or imposing on Longboard any liability for unsatisfactory performance caused by faulty workmanship in installation.
- 3.11 It's agreed all parties involved that all claims and disputes relating to this agreement that cannot be settled through negotiation will try in good faith to first settle the dispute by mediation administered by the American Arbitration Association (Construction Industry Mediation Procedures) as a prelude to mandatory binding arbitration. Such binding arbitration is to be conducted and administered by the Construction Industry Arbitration Rules of the American Arbitration Association. Both seller and purchaser agree to share equally in the costs of both mediation and arbitration and that such binding arbitration will be the sole and final remedial action.

I have read and agree to the terms of the Longboard® Product 15 year Hitch Cladding Attachment System warranty and acknowledge receipt of a copy of the Warranty Certificate.

Name of owner or contractor:

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Date:

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Signature:

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Duly authorized on behalf of Longboard:

Name and designation:

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Date:

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Signature:

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