

**WARRANTY AGREEMENT**  
Standard Terms and Conditions

These Standard Terms and Conditions are incorporated into and constitute a material part of the **Warranty Agreement** (“**Agreement**”) between OLD DUTCHMAN’S WROUGHT IRON, INC. and the purchaser (“Customer”). In consideration for payment and provision of the services described herein, Old Dutchman’s Wrought Iron, Inc. and Customer agree as follows;

**Section 1 Warranty Agreement.** Subject to the limitations set forth herein, Old Dutchman’s Wrought Iron, Inc. guarantees our material and workmanship.

**Section 1.1 Definitions.**

- (a) **STEEL-** Every STEEL fabrication system is backed by a 5 year residential warranty against defects in materials and workmanship for a single family and duplex applications.
  - (1) Old Dutchman’s Wrought Iron, Inc. warrants that its residential STEEL fabrication with the standard powder coated finish, when used for residential purposes only, and when installed by Old Dutchman’s Wrought Iron, Inc. at the location shown on the invoice will not spilt, peel, blister, or fracture under conditions of normal use for a period of 1 year. This warranty is for the exclusive benefit of the owner whose name appears on the invoice and is not assignable or transferable.
- (b) **ALUMINUM-** Every ALUMINUM fabrication system is backed by a 5 year residential warranty against defects in materials and workmanship for a single family and duplex applications.
  - (1) Old Dutchman’s Wrought Iron, Inc. warrants that its residential ALUMINUM fabrication with the standard powder coated finish, when used for residential purposes only, and when installed by Old Dutchman’s Wrought Iron, Inc. at the location shown on the invoice will not spilt, peel, blister, or fracture under conditions of normal use for a period of 5 years. This warranty is for the exclusive benefit of the owner whose name appears on the invoice and is not assignable or transferable.
- (c) **MISCELLANEOUS-** White powder coat finish is not covered under this warranty.

**Section 2 Warranty Procedure.** If a customer believes a component is defective, customer shall contact Old Dutchman’s Wrought Iron, Inc. It is the sole discretion of Old Dutchman’s Wrought Iron, Inc. to determine if a component is defective. Once determined that a component is defective Old Dutchman’s Wrought Iron, Inc. will repair and if necessary replace the defective component in a timely manner.

**Section 3 Eligible Components.** All components installed by Old Dutchman’s Wrought Iron, Inc. are eligible for coverage under the **warranty**. Old Dutchman’s Wrought Iron, Inc. reserves the right to change the components eligibility for coverage at any time.

**Section 4 Exclusions.** The **warranty** plan does not include (1) repairs to the components required or requested as a result of (a) use of supplies and consumables not approved by Old Dutchman’s Wrought Iron, Inc.; (b) site conditions that do not conform to environmental specifications; (c) weathering, chalking, scratching, fading, corrosive atmospheric containments (e.g. chemical fumes, pollution, salt) accident, natural disaster, fire, water damage, windstorm, tornadoes, volcanic ash, acts of war, sabotage, vandalism, riots, strikes, lightning, surges, or other electrical disturbances, building condemnation, damage during transportation by customer, or any other causes beyond Old Dutchman’s Wrought Iron, Inc. control; (d) damage caused by third party; (e) misuse or abuse, or unauthorized movements or changes to the components; (f) this warranty does not include those screws and/or other fasteners used in the assembly and/or installation of ALUMINUM or STEEL products; (g) this warranty does not include plastic railing post cover shoes used in railing systems; (h) normal wear and tear is not covered by this **warranty**, the determination or normal wear and tear is solely at the discretion of Old Dutchman’s Wrought Iron, Inc.

**Section 5 Disclaimer and Limitation of Liability.** THE WARRANTIES AND REMEDIES SET FORTH IN THIS **AGREEMENT** ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF OLD DUTCHMAN’S WROUGHT IRON, INC. OLD DUTCHMAN’S WROUGHT IRON, INC. WILL NOT BE LIABLE (WHETHER UNDER CONTRACT, TORT, STRICT LIABILITY, OR OTHER BASIS) FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES OR FOR ANY LOST PROFIT, REVENUE, BUSINESS, OR USE. OLD DUTCHMAN’S WROUGHT IRON, INC. TOTAL LIABILITY WITH REGARD TO ANY CLAIM UNDER THIS **AGREEMENT** OR ANY SUPPLEMENT WILL NOT EXCEED THE COMPENSATION PAID BY CUSTOMER TO OLD DUTCHMAN’S WROUGHT IRON INC. FOR PRODUCTS OR SERVICES THAT GAVE RISE TO SUCH LIABILITY.

**Section 6 Miscellaneous.**

**Section 6.1 Entire Agreement.** The **Agreement** constitutes the entire **agreement** and supersedes any and all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, and is not intended to convey upon any person other than the parties hereto any rights or remedies hereunder.