



## **Nuvo Iron Traxx Aluminum Fence Post 10-Year Limited Warranty**

### **1. Warranty Coverage**

Nuvo Iron ("Warrantor") warrants to the original purchaser ("Purchaser") that each Traxx aluminum fence post-model TRAXX102 (102 in.), TRAXX108 (108 in.) and TRAXX72 (72 in.)-including its textured black polyester powder-coat finish, will remain free from cracking, peeling, flaking, chalking, blistering, rusting or structural failure caused by manufacturing defects for ten (10) years from the date of retail purchase when the product is installed and maintained under normal residential or light-commercial conditions.

### **2. Eligibility**

- \* the first consumer or contractor who purchased the product for installation (the "Original Owner");
  - \* Traxx posts installed in compliance with Nuvo Iron published instructions and all applicable building codes; and
  - \* installations situated more than one (1) mile (1.6 km) from coastal salt-water or de-icing salt storage/handling areas.
- \* The Warranty is non-transferable and automatically terminates if the product is re-sold or moved from its original location.

### **3. What Is Not Covered**

- \* misuse, abuse, impact, alteration, welding, drilling, cutting or other fabrication not specified by Nuvo Iron;
- \* improper storage, handling or installation, including contact with dissimilar metals;
- \* prolonged contact with standing water, chemicals, fertilizers, cement wash, paint strippers, or pressure-washing over 1,500 psi;
- \* exposure to abnormal or aggressive environments (industrial fallout, coastal salt spray within 1 mi / 1.6 km, corrosive chemicals, ice-melt salt accumulation, etc.);
- \* acts of God (fire, flood, tornado, hurricane, earthquake, lightning), acts of war, civil commotion or vandalism; or
- \* normal weathering, including minute colour changes or surface sheen changes that do not affect structural integrity.

### **4. Exclusive Remedy**

During the first five (5) years of coverage, Warrantor will, at its option, replace the defective product or refund 100% of the original purchase price.

From year 6 through year 10, Warrantor will, at its option, replace the defective product or refund 50% of the original purchase price.

Removal, re-installation, labour, freight and incidental materials are not included.

## 5. Making a Claim

Submit written notice within ninety (90) days after discovery of the claimed defect and within the Warranty Period:

\* Mail or e-mail to Nuvo Iron Warranty Services, 13371 Coleraine Dr., Bolton, ON L7E 3B6, Canada \*  
clientcare@nuvoiron.com \* +1 866-955-0355.

\* Include:

- Proof of purchase (dated sales receipt or invoice).
- Product model & quantity.
- Photographs clearly showing the defect.
- A brief description of installation location and conditions.

Nuvo Iron may require return of a sample for laboratory analysis or an on-site inspection to validate the claim. Failure to provide requested information or access voids the claim.

## 6. Limitations & Legal Rights

\* Disclaimer of Implied Warranties: To the maximum extent permitted by law, all implied warranties (including merchantability and fitness for a particular purpose) are limited to the duration of this express Warranty.

\* Exclusion of Incidental & Consequential Damages: Warrantor shall not be liable for indirect, special, incidental or consequential damages, including lost profits or diminution of value. Some provinces or states do not allow such limitations, so these restrictions may not apply to you.

\* No Other Express Warranties: This document is the sole and exclusive warranty for Nuvo Iron Traxx posts and supersedes all prior or contemporaneous oral or written representations. No distributor, dealer or installer has authority to modify or enlarge this Warranty.

## 7. Consumer Rights

This Warranty gives you specific legal rights. You may also have other rights that vary from province to province in Canada and state to state in the United States.

**Keep this document and your sales receipt in a safe place. They are required to obtain warranty service.**