



## **WAHOO COMPLETE PREFABRICATED BALCONY SYSTEM LIMITED LIFETIME WARRANTY FROM WAHOO DECKS**

### **COVERAGE AND CONDITIONS:**

Subject to the conditions and limitations as stated hereinafter, GDC Enterprises, Inc DBA Wahoo Decks (the "Company") warrants that the Wahoo Complete balcony system (the "Product" - defined as the mechanical load bearing balcony structure and accompanying attachments and hardware. Decking, railing and trim components carry their own, separate warranty) will be free from manufacturing defects in material and workmanship, structural defects, broken components and broken welds when properly maintained and under normal use and service for a period of five (5) years from the date of purchase and only when the Products are used and installed in accordance with the terms and conditions of the Wahoo Decks Technical Data Sheet and industry guidelines that are not in conflict with the Data Sheet in effect at the time of installation.

It is the responsibility of the owner/builder/installer to ensure the suitability of all building materials for the owner's intended use. This warranty does not apply to, and Wahoo Decks makes no warranties, expressed or implied with respect to normal wear and tear, improper maintenance, improper alterations, misuse, negligence, exposure to harmful chemicals or chemical reactions, accident, excessive loads, impact of foreign objects, acts of God, storm damage, damage resulting from the attachment of foreign objects, discoloration of materials or goods which are not defective but which may wear during the warranty period.

### **REMEDY:**

If the Product fails to meet this warranty, the owner's exclusive remedy and the sole obligation of Wahoo Decks, at its election, shall be to

- a. Reinstall or replace the failed portion of the product or
- b. Pay an amount not to exceed the original price of the product verified to be defective.

In the event a replacement is decided upon and an exact replacement cannot be made for whatever reason, such as discontinued parts or unavailable parts, a replacement with substantially similar materials may be substituted.

### **DISCLAIMER:**

This warranty is exclusive and in lieu of any and all other warranties, expressed or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose. Wahoo Decks shall not be liable for any direct or indirect, incidental, punitive, consequential, exemplary or other damages of any kind whatsoever related to the goods delivered hereunder, whether such claim is based upon theories of contract, warranty, negligence, tort, struck liability or otherwise, nor from acts of terrorism, Fires, explosions, acts of God, intentional damage or any losses to structural failure or other causes unrelated to the products or other incidental or consequential damages. The remedies contained within this warranty are the only remedies available for breach of this warranty. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

### **TRANSFERABILITY:**

This Limited Warranty extends ONLY to the original end user (defined as original intended owner and user of the property/unit in which the installation is incorporated - herein referred to as "Owner") and is not transferable or assignable, unless approved in writing by Wahoo Decks or otherwise prohibited by law.

### **MODIFICATIONS TO WARRANTY:**

No changes or modification of any terms or conditions of this warranty are allowed unless authorized by written agreement and signed by Wahoo Decks.

### **EFFECTIVE DATE:**

This warranty shall supersede and replace any and all prior oral or written warranties, agreements, or other such representations made by or on behalf of Wahoo Decks relative to the Products or the application of the Products and shall apply to any installation occurring on or after January 1, 2015.

### **CLAIMS ON THIS LIMITED WARRANTY:**

To make a claim under this Limited Warranty, the Owner must provide Wahoo Decks with written notice within 30 days of any alleged defect in the Products covered by this Limited Warranty, together with date and proof of purchase of the Products, proof of the costs of the original installation and name and address of all installers, failing which this Limited Warranty shall be of no legal effect. Wahoo Decks reserves the right at its election and as a condition of this Limited Warranty to inspect the alleged failed and defective condition.



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