

# NEW CASTLE STEEL® LIMITED WARRANTY

New Castle Steel Inc. warrants to the original purchaser ("Purchaser") that, for the period of time set forth in the following sentence, under normal use and service conditions, New Castle Steel deck framing components shall be free from material defects in workmanship and materials and will not become structurally unfit, defined as corrosion causing a perforation of the component.

The term of such warranty shall be twenty-five (25) years from the date of original purchase for a residential application, and ten (10) years from the date of original purchase for a commercial application. If a defect occurs within the warranty period, Purchaser shall notify New Castle Steel in writing and, upon confirmation by an authorized New Castle Steel representative of the defect, New Castle Steel's sole responsibility shall be, at its option, to either replace the defective item or refund the portion of the purchase price paid by Purchaser for such a defective item (not including its initial installation cost).

For purposes of this warranty, a "residential application" shall refer to an installation of the Product on an individual residence and a "commercial application" shall refer to any installation of the Product other than on an individual residence.

**Salt Water Applications:** New Castle Steel may not be installed within 3,000 feet of any body of salt water due to increased risk of corrosion. Any such installation shall void this limited warranty. This warranty does not cover failure due to salt spray corrosion.

**Other Water Applications:** New Castle Steel may not be installed under the surface or within the splash zone of any freshwater body due to the increased risk of corrosion. Any such installation shall void this limited warranty.

**Warranty Exclusions:** New Castle Steel components are warranted for structural integrity only. This warranty does not cover damages caused by abnormal or improper use, improper product application, shipping damage, accident, neglect, vandalism, abuse, alteration, welding, abrasion, lawn care equipment damage, harsh chemicals, pool chemicals, saline-based de-icing agents, fertilizer applications, air pollutants, animal waste products, third-party attachments such as roofing, hammocks and swings, damage caused by flood, fire, or acts of God, standing water and direct exposure to aggressive and corrosive atmospheres. New Castle Steel does not accept damage to the product occasioned by moisture or other contamination detrimental to the product due to improper storage prior to installation or damage to the product occasioned by condensation due to improper handling, packaging, processing, shipping, or installation. It does not cover paint film due to the failure of the substrate. Fading, peeling, cracking, and flaking of powder-coated surfaces are normal and are not covered under this warranty. Surface fading and surface corrosion from scratches, nicks, and dents are not covered.

THIS LIMITED WARRANTY SHALL NOT COVER AND NEW CASTLE STEEL SHALL NOT BE RESPONSIBLE FOR COSTS AND EXPENSES INCURRED WITH RESPECT TO THE REMOVAL OF DEFECTIVE NEW CASTLE STEEL PRODUCTS OR THE INSTALLATION OF REPLACEMENT MATERIALS, INCLUDING BUT NOT LIMITED TO LABOR AND FREIGHT.

With respect to a residential application, this warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by the Purchaser to a subsequent buyer of the property upon which the New Castle Steel products were originally installed. With respect to a commercial application, this warranty is freely transferable to subsequent buyers of the property upon which the New Castle Steel products were originally installed.

To make a claim under this limited warranty, Purchaser, or the transferee, shall send to New Castle Steel within the warranty period referred to above, a description of the claimed defect and proof of purchase to the following address:

**New Castle Steel Inc.**  
**Customer Relations**  
**1000 Pine Mill Drive, Marietta, GA 30066**

New Castle Steel does not warrant against nor is responsible for any defects caused by improper installation, not following the New Castle Steel maintenance requirements, exceeding design limitations, or movement caused by ground settling. This warranty is also void if the product is not installed in accordance with local laws and building codes. Rust or corrosion on any surface on or around the frame installation caused by steel shavings or chips left over from the steel-cutting process is NOT covered by this warranty.

New Castle Steel does not warrant against and is not responsible for any condition attributable to (1) defects caused by improper installation or decay caused by fasteners; (2) use of New Castle Steel products beyond normal use or service conditions, or in an application not recommended by New Castle Steel's guidelines and local building codes; (3) corrosion caused by factors other than environmental or atmospheric processes; (4) failure to strictly abide by New Castle Steel's standard maintenance practices, as described below; (5) movement, distortion, collapse, or settling of the ground; (6) any act of God (such as flooding, hurricane, earthquake, lightning, etc.); (7) improper handling, storage, abuse, or neglect of New Castle Steel products by Purchaser, the transferee or third parties; or (8) ordinary wear and tear.

No person or entity is authorized by New Castle Steel to make and New Castle Steel shall not be bound by any statement or representation as to the quality or performance of New Castle Steel products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by New Castle Steel and Purchaser.

UNDER NO CIRCUMSTANCES WILL NEW CASTLE STEEL BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND NEW CASTLE STEEL'S LIABILITY WITH RESPECT TO DEFECTIVE NEW CASTLE STEEL PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from State to State or Province to Province.

## **New Castle Steel Maintenance Requirements:**

**1. Observation:** During construction, inspect all components for exposed steel. All nicks, scratches, dents, etc., that expose the steel must be completely covered with a minimum of (3) three coats of New Castle Steel-approved touch-up paint. (Due to application variability, New Castle Steel does not warranty touch-up paint.) Covering exposed areas with New Castle Steel-approved touch-up paint blends the blemishes into the same unique color of the components. All steel shavings and chips resulting from the cutting process must be removed from the steel during installation and any subsequent alterations. Not removing steel shavings and chips could result in staining surrounding surfaces or accelerated corrosion of New Castle Steel products.

**2. First Maintenance:** Defined as the physical inspection of components in search of corrosion. Atmospheric and environmental conditions can affect the longevity of New Castle Steel. Densities of airborne pollutants in certain atmospheres require maintenance and inspection schedule adjustments. You should conduct first maintenance within six (6) years after installation for a residential application and four (4) years after installation for a commercial application. If corrosion is identified, immediately begin corrosion management practices.

**3. Inspection Schedule:** After first maintenance, New Castle Steel components must be inspected for structural integrity every two (2) to five (5) years for a residential application and every two (2) years for a commercial application. Integrity is inspected by tapping along the surface area of the components with a metal tool such as a screwdriver. If flaking of the exterior coat occurs or sound discrepancies are heard, immediately begin corrosion management practices.

**4. Corrosion Management:** Sand any affected areas to twice the size of the corroded area with 80-grit sandpaper. Reapply New Castle Steel-approved touch-up paint to the sanded area.

This warranty shall only be applicable and enforceable in the United States of America, Canada, and Mexico.

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