

## **Warranty and Limitations**

### **Consumer's 5 Year Manufacturer's Defect Warranty**

Atlantis Rail, warrants its products to be free of defects in material and workmanship under normal use and with normal maintenance for a period of five (5) years. Discoloration of the product or surface oxidation is not considered a defect. This Limited Warranty extends only to the original retail purchaser and does not run to any subsequent purchaser.

If the product fails, we will repair the product or send you a new part free of charge, provided the product has been given reasonable care, has not been used for commercial service, and the damage has not resulted from improper installation, accident, negligence or misuse, or from unauthorized alterations by the purchaser.

All claims must be made through your retailer to Atlantis Rail within thirty (30) days after discovery of the defect. Details on the defect and how the product was used, together with proof of purchase must be included with the defective product, and sent to Atlantis Rail prepaid and insured.

IN NO EVENT SHALL ATLANTIS RAIL, INC. BE LIABLE UNDER THIS WARRANTY FOR ANY AMOUNT EXCEEDING THE ORIGINAL PURCHASE PRICE OF THE PRODUCT. ATLANTIS RAIL INC DOES NOT UNDER ANY CIRCUMSTANCES ASSUME THE RESPONSIBILITY FOR ANY CONSEQUENTIAL DAMAGES INCURRED IN CONNECTION WITH THE USE OF ITS PRODUCTS.

This warranty set forth is in lieu of all other warranties, whether expressed or implied. ATLANTIS RAIL, INC. disclaims any warranty whether expressed or implied, with regard to the products sold by it or any dealer, including any implied warranty of merchantability beyond the scope of the warranty set forth above, and except as may otherwise be prohibited by applicable law.