

Evolution Steel Deck Framing 25-Year Limited Warranty for Galvanized and Powder Coated Parts

Fortress Framing warrants its products and accessories to be free from manufacturing defects in materials and workmanship. Furthermore, this limited warranty maintains that this product will retain its structural integrity. The term of this limited warranty is 25 years from the date of purchase to the original purchaser.

This warranty does not cover damages caused by: abnormal or improper use, improper product application, shipping damage, accident, alteration, welding, neglect, abuse, vandalism, lawn care equipment damage, abrasion, harsh chemicals, pool water, pool chemicals, chemicals for ice removal, air pollutants, damage caused by flood, fire, or acts of God. Surface fading and surface corrosion from scratches, nicks, and dents are not covered.

This warranty does not cover damages caused by direct contact with salt water or product installed or stored within 1 mile of salt water. Evolution Steel Deck Framing products installed under the surface of, within the flood zone of, or exposed to the constant spraying of any body of water are excluded from this warranty.

Fortress Framing does not warrant against nor is responsible for any defects caused by improper installation, not following the Evolution Steel Deck Framing maintenance requirements, exceeding design limitations, movement caused by ground settling. This warranty is also void if product is not installed in accordance with local laws and building codes.

Fortress Framing is not responsible for rust or corrosion on any surface on or around Evolution Steel Framing System resulting from steel shavings and/or chips left-over from the steel cutting process and/or exposed ends.

Maintenance Requirements for Galvanized and Powder Coated Evolution Steel Deck Framing Products and Surfaces:

- As product is installed, all instances of exposed steel must be covered with a Fortress Framing approved touch-up paint per the Evolution Steel Deck Framing installation guidelines.
- During installation and any subsequent alterations, all steel shavings and/or chips resulting from the cutting
 process must be removed from the job site. Not removing steel shavings and/or chips could result in the staining
 of surrounding surfaces.
- Ensure all construction materials such as concrete, plaster, and paint splashes are removed immediately before
 they have a chance to dry. Failure to remove these materials may cause damage to the galvanized and powdercoated surfaces.
- Do not use strong solvents such as thinners, or solutions containing chlorinated hydrocarbons, esters, or ketones. Abrasive cleaners or cutting compounds cannot be used.

The consumer purchaser must contact Fortress Framing directly via phone at 1-866-323-4766, via email at warranties@fortressframing.com, or mail to: Fortress Framing 1740 N. 1st St. Garland, TX 75040 to obtain necessary warranty claim forms and the official claim process. The consumer purchaser will be notified by Fortress Framing as to whether this warranty claim is approved or denied.

Conditions and Exclusions of this warranty

THE AMOUNT OF YOUR RESTITUTION WILL NOT INCLUDE LABOR TO REMOVE EXISTING COMPONENTS OR INSTALL THE REPLACEMENT COMPONENTS, SHIPPING CHARGES, SALES TAX, OR ANY OTHER CHARGES, NOR IS FORTRESS FRAMING REQUIRED TO PROVIDE SUCH LABOR OR SERVICE.

The proration schedule below applies to all Galvanized and Powder Coated Evolution Steel Deck Framing products:

1-7 Years 100% Replacement

8-14 Years 80% Replacement

15-20 Years 70% Replacement

21-25 Years 60% Replacement

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. FORTRESS FRAMING MAKES NO OTHER EXPRESS WARRANTIES AND DOES NOT AUTHORIZE ANY OTHER PERSON OR AGENT TO MAKE ANY OTHER EXPRESS WARRANTIES. FORTRESS FRAMING NEITHER ASSUMES NOR AUTHORIZES ANY OTHER LIABILITY OR OBLIGATION IN WARRANTY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THIS PRODUCT. IN NO EVENT SHALL FORTRESS FRAMING BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE PURCHASE OF OR THE USE OF THIS PRODUCT FOR ANY BREACH OF WARRANTY.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regards to its conflict of laws. Any legal action arising out of the Agreement shall be litigated and enforced under the laws of the State of Texas. In addition, you agree to submit to the jurisdiction of the courts of the State of Texas, and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts in the State of Texas, U.S.A.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.