

Floating Surface Adjustable Bracket Warranty Information

CONTACT INFORMATION

If you have questions about bracket sizing or number of brackets for your specific countertop overhang, please send a diagram of your countertop along with a list of questions to info@steeldesignsolutions.com.

INSTRUCTIONS DISCLAIMER

Steel Design Solutions, Inc. ("SDS") intends to make these installation instructions accurate and complete. However, SDS makes no claim that the information contained herein addresses all conceivable details, conditions or variations, nor does it provide for every possible contingency in connection with the installation or use of this product. The information contained in this document is subject to change without notice or obligation of any kind.

LIMITED WARRANTY

Steel Design Solutions, Inc. ("SDS") warrants that the Floating Surface Adjustable Bracket (FSAB) will be free from defects in material and workmanship under normal and proper usage for a period of five (5) years from the date of purchase. This warranty does not extend to any hardware such as screws or wrenches which may be included in the FSAB packaging. If the warranty in the FSAB packaging differs from the warranty policy posted at steeldesignsolutions.com, the policy at steeldesignsolutions.com shall be considered the most current and in effect.

The FSAB has an intended purpose. If used outside of that purpose, the product will not be warranted and SDS shall not be held responsible for any damage that may occur due to accident, abuse, misuse or negligence. The following products are not covered under this warranty: (1) FSABs that have been altered, modified, neglected or poorly maintained; (2) FSABs that are purchased in used condition, not in original packaging, or from an unauthorized dealer or distributor; (3) FSABs that have been damaged during transit or shipping.

The following damages are not covered under this warranty: (1) Damage to persons or property due to improperly installed or repaired FSABs as recommended by SDS; (2) Damage from causes other than defects in materials and workmanship such as a purchaser's or installer's lack of skill, competence or experience.

SDS's obligation under this warranty is limited to one the following at the sole option of SDS: (1) Replacement of the defective FSAB; (2) Supply of equivalent goods; (3) The payment of the cost of replacing the FSAB; or (4) The payment of the cost of having the FSAB repaired.

SDS's sole obligation and your exclusive remedy under this warranty shall be limited to the cost of such repair or replacement. SDS's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to SDS by the purchaser for the product which gave rise to the warranty claim. This warranty does not cover the repair or replacement costs of any property other than the defective FSAB.

To the extent permitted by law, this warranty and remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, statutory, express or implied. As permitted by applicable law, SDS specifically disclaims any and all statutory or implied warranties, including, without limitation, warranties of merchantability, fitness for a particular purpose and warranties against hidden or latent defects. If SDS cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express limited warranty and to repair or replacement service as determined by SDS in its sole discretion. No SDS reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. Except as provided in this warranty and to the extent permitted by law, SDS is not responsible for direct, special, incidental or consequential damages however caused.

To make a claim under this limited warranty, contact SDS by email to info@steeldesignsolutions.com. SDS must be notified in writing of any claim under this warranty within 45 days of any claimed lack of conformity of the product. All warranty claims must be accompanied by a legible copy of the original receipt showing the date and cost of the purchase along with the purchaser's name, address and phone number.

This warranty will be interpreted pursuant to the laws of State of Florida. By purchasing this product, the buyer submits to the exclusive jurisdiction of the State of Florida in regard to any disputes that may relate to the product or this warranty. If any provision of this warranty, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this warranty shall nevertheless remain in full force and effect. Any otherwise void, invalid or unenforceable section, term or provision of this warranty shall be so construed, or reformed, as to alter, amend or change any such term, provision or condition to the extent necessary to render it valid, lawful and enforceable, while also giving maximum effect to the parties' originally intended purpose or result, short of creating any void, invalid or unenforceable provision, term or condition.

This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.



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