

# GUTTER PRO USA INSTALLING CONTRACTOR and SPECTRA METAL SALES, INC.

## Limited Lifetime Clog-Free Warranty Gutter Pro USA Gutter Protection System

This warranty is made to the following purchaser (the "Purchaser") and relates solely to the property identified below:

Purchaser Name(s): \_\_\_\_\_

\_\_\_\_\_

Property Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Installation: \_\_\_\_\_

### INSTALLING CONTRACTOR'S WARRANTY

("Installing Contractor") guarantees the original Purchaser named above that the Gutter Pro USA System installed at the property identified above will prevent clogging of the interior of the gutters on which the system has been installed.

If the interior of any gutter on which Contractor has installed the Gutter Pro USA System ever becomes clogged with any type of organic debris, Contractor will clean the gutters at the Contractor's expense, subject to the limitations set out herein and provided that Purchaser complies with the requirements set out herein.

All claims hereunder shall be in writing, delivered to Contractor at business address. Contractor shall have a period of 30 days from its receipt of any claim to conduct an investigation of such claim and to clean the affected gutters. Purchaser agrees to cooperate with Contractor in its investigation. In no event shall Contractor be responsible for consequential or incidental damages of any kind whatsoever or if issue arises from gutter deterioration.

This warranty is void if the Gutter Pro USA System installed on the premises is (i) altered by the Purchaser in any way; or (ii) damaged by settlement of shifting of attached structures, fire, lightning, excessively high winds, hail, falling trees or other structures, other acts of God, or the negligence, recklessness or intentional acts of the Purchaser. This warranty is valid only if signed by any authorized representative of the Contractor and acknowledged by the purchaser. Only valid for the first homeowner. Not transferable.

### GUTTER PRO USA'S WARRANTY

Gutter Pro USA guarantees to the Purchaser named above that the brackets used to install the Gutter Pro USA System, under normal wear and tear, will function properly for a period of twenty (20) years from the date of original installation. If a defect is detected and reported within this twenty-year period following original installation. Gutter Pro USA will pay 100% of cost of materials necessary to replace the defective bracket. Gutter Pro USA's coverage extends only to the costs of materials and not to the labor cost. The liability of Gutter Pro USA Shall not exceed the cost of a replacement bracket, exclusive of labor to install.

Any claim regarding a problem with a bracket must be submitted in writing to Gutter Pro USA at the address specified below. In addition to a written explanation, a picture of the defective bracket must also be submitted. Gutter Pro USA shall have a period of 30 days from its receipt of any claim to conduct an investigation of such claims and to determine what amount, if any, of the replacement materials cost Gutter Pro USA is require to pay to claimant. Claimant agrees to cooperate with Gutter Pro USA in its investigation, **IN NO EVENT SHALL GUTTER PRO USA BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGED OF ANY KING WHATSOEVER, WHETHER ALLEGED TO HAVE RESULTED FROM DELAY IN DELIVERY AND NON-CONFORMING MATERIAL, DEFICIENCIES IN MATERIAL, OR ANY OTHER CUASE WHATSOEVER, AND WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.**

This warranty is valid only when payment for the bracket has been made in full. Gutter Pro USA is in no way responsible for the installation of the product, which is the responsibility of the Distributor/Contractor. This warranty does not cover damage or deterioration caused by faulty installation, hail. Ice. Windstorms, foreign objects. Fire. Lightning, earthquakes, erosion, explosions, normal weathering (including chalking & fading), riots, vandalism, civil commotion, misuse, abuse, or tother occurrences beyond the control of Gutter Pro USA.

In addition, Gutter Pro USA's warranty pertains specifically to the bracket used for installing the Gutter Pro USA system. Gutter Pro USA makes no warranty with respect to the aluminum material which constitutes the hood which is placed on the existing gutter. Rather, the warranty regarding the good is provided through, and limited strictly to that provided by the aluminum manufacturer. Refer to the warranty section below pertaining to Spectra Metal Sale. Inc., the aluminum manufacturer.

## SPECTRA METAL SALES, INC. 's Warranty

Spectra metal sales, Inc. a Florida corporation, ("The Manufacturer") hereby warrants the finish on the Manufacturers painted continuous aluminum gutter coil and painted aluminum gutter accessories specified herein (The 'Materia) will not crack, peel, blister, chip, or flake under Normal Use & Normal Service for twenty (20) years from the date of the Materials installation. The material is specifically intended to move only rainwater off the roof line and away from the dwelling ('Normal Use"). The purchaser is responsible for keeping the material free of tree leaves and other debris that may accumulate in on or around the Material ("Normal Service"). If, upon proper inspection by the Manufacturer or is authorized a defect is identified and acknowledged, the Manufacturer will be responsible for the cost of refinishing, repairing, or replacing defective material, or where applicable, issue a refund. All remedies hereunder shall be based upon the Materials cost and be prorated from the installation date as follows: 100% for one year; 90% for year two; 80% for year three; 65% for year four; 50% for year five; 25% for years six through ten; 20% for the years eleven through sixteen; 16% for the year seventeen; 12% for year eighteen; 8% for year nineteen; 4% for the year 20; zero (0%) percent for any claim made over 20 years. Any refinishing or replacement of defective Material or refund shall be approved in advance and be at the Manufacturer's sole option. The basis of determining the Materials cost under this warranty shall be, at the Manufacturer's sole option, one of the following alternatives: (i) for refinishing, the then prevailing area finishing costs; (ii) replacement of Material. The Lesser of the price of the Manufacturer's material at the time of settlement of the original purchase price of the material.

This warranty is valid only when payment for the material is made in full. This warranty covers the Material only. The Manufacturer is in no way responsible for the forming, shaping, or the installation of the product, which is the responsibility of the distributor, dealer, Contractor, or applicator, this warranty applies only to the finish applied to the Manufacturer's continuous aluminum gutter coil and the aluminum gutter accessories manufactured sold by the Manufacturer and excludes any products with a finished applied by another entity.

This warranty does not cover damage or deterioration caused by faulty installation, hail, ice, windstorms, foreign objects, fire, lightning, earthquakes, erosion, explosions, normal weathering (including chalking & fading), riots, vandalism, civil commotion misuse, abuse, or other occurrence beyond the of the Manufacturer.

THIS WARRANTY IS EXPRESSLY IN LIEY OF ALL OTHER WARRANTIES & REPRESENTATIONS EXPRESSED OR IMPLIED AND ALL OTHER OBLIGATIONS OR LIABILUES ON THE PART OF THE MANUFACTURER AND IS LIMITED TO A DURATION OF TWENTY (20) YEARS. THE MANUFACTURER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OTHER THAN THAT SET FORTH HEREIN, OR REQUIRED BY LAW. The Manufacturer does not warranty that nay of the materials shall meet or comply with the requirements of any present of future safety code or regulation of any state municipality, or other jurisdiction.

Liability of the Manufacturer is limited to the purchase price. THE MANUFACTURER SHALL IN NO EVENT BE LIABLE FOR THE INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KING WHATSOEVER, WHETHER ALLEGED TO HAVE REULTED FROM DELAY OF NON-CONFORMING MATERIAL DEFICIENCIES IN MATERIAL, OR ANY OTHER CAUSE WAHTSOEVER, AND WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHER WISE. The remedy set forth above shall be exclusive.

Some states do not allow limitation on how long an implied warranty last, or the exclusion or limitation of incidental or consequential damages, so above limitations or exclusions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

All claims under this warranty must be made in writing within the warranty period, and within thirty (30) days after the appearance of any alleged defect. This warranty is not effective unless signed and dated by the installing dealer at the time installed, countersigned by the purchaser and the original form sent to the Manufacturer, at P.O. Box 43167, Atlanta, GA, 30336 USA within thirty (30) days of installation. This warranty extends to the original Purchaser and installation address and cannot be assigned or otherwise transferred.

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Manufacturer Authorized Dealer: \_\_\_\_\_ Installation: \_\_\_\_\_

Product(s) Installed: \_\_\_\_\_ Purchaser: \_\_\_\_\_

Installation Address: \_\_\_\_\_