

## OUR SIGNATURE OF CONFIDENCE

This is to certify that Durabuilt Gutter Protection has been installed on the residence of:

Located at: \_\_\_\_\_

Date of Installation: \_\_\_\_\_

Homeowner/Contractor: \_\_\_\_\_

## DURABUILT GUTTER PROTECTION 10-YEAR LIMITED WARRANTY

### What Your Warranty Covers

Congratulations on choosing Durabuilt Gutter Protection. It has been manufactured to exacting standards to ensure a quality product. That's why we back it with our exclusive 10-Year Limited Warranty, which states:

- If the product is defective, we will repair or replace it.*
- The products are covered for 10 years.*
- Durabuilt Gutter Protection will keep gutters from overflowing due to internal gutter clogging.*

See warranty for complete details.

### We're Here For You

We hope this is just the beginning of our relationship. We're eager to provide you with technical support, design assistance and straight answers to any questions or comments you may have about our products or your installation. You know how to contact your local dealer, and now, you know how to reach us. 1-877-574-2940.

## REGISTERED 10-YEAR LIMITED WARRANTY

Durabuilt Gutter Protection manufactures Durabuilt Gutter Protection™ (the "Product") in accordance with high standards and tight quality controls. The Product will not rust, burn or support combustion, or split or crack due to cold weather because it is made of aluminum.

### WHAT DOES THIS WARRANTY COVER?

#### *Manufacture*

Durabuilt Gutter Protection warrants to you, the owner of the property at the time the Product was installed, that the Product is free from defects in material and workmanship in the course of manufacture, and that the finish on the Product will not chip or blister under conditions of ordinary wear, if installed according to our specifications. This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty.

#### *Performance*

Durabuilt Gutter Protection warrants to you, the owner of the property at the time the Product was installed, that when installed in the manner specified by Durabuilt Gutter Protection, the Product will keep gutters from becoming clogged and overflowing as a result of the interior of the gutter or downspouts filling with debris such as leaves, twigs, needles, or seeds. This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty.

## **HOW LONG DOES THE COVERAGE LAST?**

This Registered 10-Year Limited Warranty lasts for ten (10) years on the property on which the Product was originally applied (“Property”) so long as you own the Property. This Registered 10-Year Limited Warranty may be transferred one time with the Property. However, upon the transfer, the Warranty period will be no more than 10 years from the date of original installation of the Product on the Property, prorated in accordance with the Warranty Coverage Schedule below. In the event of a transfer of this Warranty, this Warranty may not be further transferred.

## **WHAT WILL WE DO?**

You must notify us in accordance with the notice requirements outlined below, and we must validate the complaint. Upon the notification and validation, we will undertake the following: If there is a defect in the manufacture of the Product, at our sole option, we will either repair, replace or refund the purchase price of the originally installed Product found to be defective (in the event that we choose to replace the Product, we will only be responsible for providing materials, and will not be responsible for the cost of labor to install new Product). In the event the Product fails to perform as stated, Durabuilt Gutter Protection will cover the reasonable cost of labor to clear any obstructions in the gutter or downspout caused by the failure of the Product to perform as warranted, and repair or replace the Product if required. We will not be responsible for any cost or expense to clear any blockage or obstruction which is determined to be below grade. Our obligations under this Warranty will in no event exceed the purchase price of the originally installed Product found to be defective. Any additional costs and expenses beyond these amounts are your responsibility. In the event of repair or replacement under this Warranty, the Warranty applicable to the replacement material or to the repaired Product will extend only for the time remaining under the original Warranty.

## **WHAT DOESN'T THIS WARRANTY COVER?**

This Warranty does not cover:

- damage of any kind resulting from faulty or improper installation;
- **changes in surface color resulting from chalking, fading, soiling or staining. Exposure to the elements may cause these changes over time; the degree to which weathering occurs will vary depending on air quality, the building's location and other local conditions over which we have no control;**
- accidental damage;
- settlement;
- structural shrinkage or distortion of the property structure;
- fire;
- lightning, hurricane, tornado, windstorm, earthquake, hail or other acts of God;
- harmful chemicals (including harmful cleaning compounds and pesticides);
- fumes or vapors;
- surface deterioration due to air pollution;
- misuse or abuse;
- vandalism;

- airborne stains, mold and mildew accumulation;
- any cost or expense incurred to clear any blockage or obstruction which is determined to be below grade;
- impact of foreign objects (including hail);
- warping or distortion due to exposure to excessive heat sources (e.g., barbecue grills) or exposure to unusual or excessive reflective heat sources (e.g., skylight or window reflection, roofing materials, pools, decks, blacktop or concrete materials.);
- products that have been painted or whose surface has been altered in any way without written authorization from Durabuilt Gutter Protection; or
- any other causes beyond our reasonable control; or
- failure to perform routine required maintenance for removal of debris laying on top of Durabuilt Gutter Protection product.

### **OTHER LIMITATIONS**

1. This Warranty covers only genuine Durabuilt Gutter Protection. It is your responsibility to verify that the Product installed is Durabuilt Gutter Protection.
2. Due to normal weathering, replacement Product may differ in gloss and color from Product originally installed on the Property.
3. We reserve the right to discontinue or change any design or color of any of our Products at any time and without notice or liability. If, for any reason, Products of the type originally installed are no longer available from us at the time you make a Warranty claim, we may substitute another product determined by us to be of comparable quality and price.
4. “Never Clogs, Never Overflows” - Our promise that for the 10-year duration of the Durabuilt Gutter Protection product warranty, so long as the product has been installed in the manner specified by Durabuilt Gutter Protection, your gutters will not become clogged and overflow because it fills with ordinary debris that collects in gutters such as leaves, twigs, needles, or seeds. Our product is designed to eliminate entry of this sort of debris that can otherwise create blockages in the gutter or flow to the downspout and cause damming and eventual gutter overflow.
5. There are no warranties on this Product other than as set forth in this Warranty. We are not liable to you for a breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors of the Product.
6. WE EXCLUDE AND ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESSED WARRANTY, OR ANY OTHER ORAL, WRITTEN OR IMPLIED WARRANTY THAT MAY APPLY TO YOUR PURCHASE, AS IT RELATES TO OUR PRODUCTS. THIS IS YOUR EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. This Warranty gives you specific legal rights. You may also have other rights which vary from state to state. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### **CARE & MAINTENANCE**

Durabuilt Gutter Protection is one of the most efficient gutter protection systems available today for residential applications. In most cases, dry debris are removed with wind as low as 6 miles per hour. If debris are wet or compressed, a minimum wind of 23 miles per hour may be required. It is the responsibility of the homeowner to ensure proper debris removal from the top of the Durabuilt Gutter Protection to keep it working properly.

### **DISSIMILAR MATERIALS**

Direct contact of aluminum products with certain dissimilar materials, or contact with water run-off from dissimilar materials, is likely to result in corrosion. Accordingly, care should be taken during installation to avoid contact of aluminum with dissimilar materials including dissimilar metals (e.g. copper, zinc, steel, etc.), concrete, stucco, asbestos siding, pressure treated/pretreated lumber, roofing materials or roofing systems containing metallic granules or strips, or corrosive non-metallic materials.

### **HOW DO YOU REGISTER YOUR WARRANTY?**

For all Durabuilt Gutter Protection materials used on this installation project, one Application for Warranty Registration must be completed and mailed within 30 days after original installation has been completed. Please mail it to Durabuilt Gutter Protection, Warranty Registration Data Center, P.O. Box 787, Wexford, PA 15090-0787. Failure to register the Warranty will not void the Warranty, but registration of this Warranty confirms the date of purchase of our Products and assists Durabuilt Gutter Protection in processing any Warranty claim you might have. This confirmation is of benefit to you, especially if your original proof of purchase is lost.

### **HOW DO YOU TRANSFER YOUR WARRANTY?**

You may transfer this Warranty by providing written notice to us within 30 days after the date of transfer of ownership. In the event of a transfer of this Warranty, this Warranty may not be further transferred. The notice should include the Warranty Registration Number (if available), the address of the Property, the name and mailing address (if different) of the new owners and the date of transfer. The notice should be sent to Warranty Registration Data Center, P.O. Box 787, Wexford, PA 15090-0787. Failure to notify Durabuilt Gutter Protection will not void the Warranty, but the notice will assist Durabuilt Gutter Protection in processing any Warranty claim. Warranty coverage upon transfer is as described in detail above. Upon any transfer of the Property, your obligations become the obligations of the new Property owners.

**HOW DO YOU SUBMIT A WARRANTY CLAIM?**

You must submit your claim in writing to us within the Warranty period and within a reasonable period of time after the defect is discovered.

To initiate a claim, you should contact our warranty services number at 1-877-574-2940 to receive a warranty claims packet.

If you would like to submit a claim request in writing, please provide the following information: a description of the claimed defect and the date the defect was discovered; the Warranty Registration Number (if available); the date of original installation; and your name, address and phone number. Written claims should be sent to Durabuilt Gutter Protection, Warranty Claims Department, 2600 Grand, Suite 900, Kansas City, MO 64180 or fax your information to 1-816-426-8210. Durabuilt Gutter Protection will provide notification of any additional information and physical evidence that may be required to process your claim.

**ANY REPAIR OF THE PRODUCT UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM DURABUILT GUTTER PROTECTION WILL VOID THIS WARRANTY.**

**WARRANTY COVERAGE SCHEDULE**

<b>Number of Years from Date of Original Installation to Date of Claim</b>	<b>Percentage of Purchase Price of Originally Installed Products Found to Be Defective for Which Durabuilt Gutter Protection Will</b>
0-4 .....	100%
more than 4 but less than 5 .....	85%
more than 5 but less than 6 .....	70%
more than 6 but less than 7 .....	55%
more than 7 but less than 8 .....	40%
more than 8 but less than 9 .....	25%
more than 9 but less than 10 .....	10%