

LIFETIME LIMITED

WARRANTY

(Transferable)

ENGLERT RAINPRO® WITH SCRATCHGUARD® SEAMLESS ALUMINUM GUTTER AND RAIN CARRYING SYSTEMS WARRANTY

Coverage Under This Warranty

Subject to the terms and conditions set forth in this Certificate, Englert warrants that the seamless aluminum Rainpro® with ScratchGuard® gutter and rain carrying accessories identified in this Certificate and installed on the Property identified in this Certificate will not blister, flake, chip, crack, peel, split, rot, red rust, or structurally deteriorate as a direct result of manufacturing defects, under ordinary wear conditions, if installed to Englert specifications and provided that the cleaning methods as described on the other side of the Warranty have been fully followed. **This Lifetime Limited Warranty lasts for the life of the property on which the gutter/rain carrying accessories were originally installed, for as long as you own the Property. This warranty is transferable by the original property owner to subsequent purchasers of the property provided Englert receives notice of transfer of title of the above property within 30 days after the date of the sale. However, upon the transfer, the warranty period will be no more than 50 years from the date of original installation of the gutter/rain carrying accessories on the Property, prorated in accordance with the Warranty Coverage Schedule.** Reference in this Warranty to seamless aluminum gutters means aluminum gutters shaped and rollformed from Englert's aluminum gutter coils and installed on the property.

Owner(s) Responsibilities in the Event of a Defect or Complaint

If you believe or find that your seamless aluminum Rainpro® gutters or gutter accessories exhibit a manufacturing defect covered by this Warranty, simply write to Warranty Department, Englert Inc., 1200 Amboy Avenue, Perth Amboy, NJ 08861. Describe the defect and provide your name, property address, date of installation, and copy of this Certificate. In order to qualify for warranty coverage, you must submit in writing within forty-five (45) days from the date the defect is first discovered, noticed, or reasonably could have been discovered.

Englert will respond to you within a reasonable period of time after we receive your claim, and may reserve the right to require you to furnish proof of purchase. Furthermore, Englert reserves the right to inspect the gutters or gutter accessories claimed to be defective, within a reasonable period of time after receipt of your claim.

Remedies Under This Warranty

Englert will, at its option, either repaint, repair, or otherwise replace the defective seamless aluminum Rainpro® gutters or gutter accessories. If it is determined that the claimed defect is covered by this Warranty during the original purchaser's Ownership of the Property, Englert will pay 100% of the cost of repainting, repairing, or otherwise replacing the defective aluminum Rainpro® gutters or gutter accessories. Englert's obligations under this warranty will not exceed the purchase price of the originally installed Products found to be warrantable and the cost of the labor involved in the original installation of such defective Products. Any additional costs are the responsibility of the owner.

Subsequent owners and others are covered by a 50-year prorated warranty for Rainpro® with Scratchguard® Rain Removal Systems as follows: If the defect is reported to Englert during the first year following the date of original installation of the defective aluminum gutters or gutter accessories, Englert will pay 100% of the cost of repainting, repairing, or otherwise replacing the defective aluminum gutters or gutter accessories. For each succeeding year thereafter, through the fifth (5th) year, Englert's portion of such costs will be reduced by ten percent (10%) per year. During the sixth (6th) year, and each succeeding year thereafter, through the fourteenth (14th) year, Englert's portion of such costs will be reduced by five percent (5%) per year. From the fifteenth (15th) year through the fiftieth (50th) year, Englert's portion of such cost will be ten percent (10%) of the original cost of installation, including material costs. Englert reserves the right to require you to pay in advance, your portion of the costs for repainting, repairing, or otherwise replacing the defective seamless aluminum gutters or gutter accessories. It will be solely at Englert's discretion, as to how it will repair or replace the defective seamless aluminum gutters, namely by repainting, repairing, or replacing. There are no warranties on these

Products 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 Products.*

THE WARRANTIES SET FORTH IN THIS WARRANTY ARE THE ONLY EXPRESS WARRANTIES EXTENDED BY ENGLERT ON YOUR SEAMLESS ALUMINUM RAINPRO® GUTTERS AND/OR GUTTER ACCESSORIES. THE REMEDIES SET FORTH IN THIS CERTIFICATE SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES, AND ENGLERT'S SOLE LIABILITY FOR BREACH OF THE WARRANTIES SET FORTH IN THIS CERTIFICATE. ENGLERT SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN REGARDS TO THE BREACH OF ANY EXPRESSED OR IMPLIED WARRANTIES, IN CONNECTION WITH YOUR SEAMLESS ALUMINUM GUTTERS AND ACCESSORIES. *ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM ENGLERT, INC. WILL VOID THIS WARRANTY.*

Some States do not allow the exclusion or limitations of consequential or incidental damages, so the above limitation or exclusion may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights that may vary from one State to another.

The Warranty period for any repainted, repaired, or replaced seamless aluminum gutters or gutter accessories, will be the remaining unexpired portion of the original Warranty period for your seamless aluminum gutters or gutter accessories.

A color and gloss variation may occur between replacement products in comparison with the originally installed products due to the normal weathering and aging of the originally installed products. This will not be deemed as a defect in either the replacement products or the originally installed products.

Englert reserves the right to discontinue or modify any continuous seamless aluminum gutter coil or gutter accessories. In the event that any of the original products are no longer available, Englert reserves the right to substitute products of comparable quality. Englert also reserves the right to discontinue any particular color. In the event that any of the original colors are no longer available, Englert will substitute one of its currently available colors, matching closely to your existing aluminum seamless gutters.

Conditions Not Covered By This Warranty

This Warranty covers only the particular defects described in this Certificate, and only if they arise during normal use and service, subject to normal wear and tear. It does not cover defects / damage attributable to causes or occurrences beyond Englert's control and unrelated to the manufacturing process, including, but not limited to, faulty or improper installation (including distortions such as waving, oilcanning, or buckling), normal weathering, oxidation, exposure to corrosive atmospheric (such as those contaminated with salt or salt spray, acid rain, harmful chemicals, or vapors), mold, mildew, unreasonable use, crazing or cracking of the paint surface due to field forming in cold temperatures, misuse, physical abuse, accidental damage, vandalism, use of incompatible accessories, fire, flood, earthquake, lightening, radiation, ice or windstorms, hail, hurricanes or other acts of God, wind-borne objects, building settlement, structural failures (including walls and foundations), or the use of harmful cleaning compounds and pesticides. Englert is not responsible for any damage to your seamless aluminum gutter that occurs during or as a result of the shaping or forming of your seamless aluminum gutters. Such damage is the sole responsibility of the dealer from whom you make the initial purchase.

Uniform fading (color change) is not covered by this Warranty, since normal weathering and aging process will cause any colored surface to fade, darken, chalk, or acquire a surface accumulation of dirt and stains. The severity of these conditions depends on air quality, the geographic location of your property, and other local conditions over which Englert has no control. Normal weathering is defined as exposure to sunlight and extremes of weather and temperatures. Non-uniform fading and color change resulting from the use of touch-up paint or the unequal exposure of your seamless aluminum gutters or gutter accessories to the sun and elements are not covered by this Warranty.

All Englert's seamless aluminum gutters or gutter accessories installed, within one-half (1/2) mile radius from the seacoast, are excluded from Englert's Warranty.

MAINTENANCE OF YOUR RAINPRO® WITH SCRATCHGUARD® SEAMLESS GUTTERS & RAINWARE PRODUCTS

Normal Conditions

The ScratchGuard® finish on your seamless Rainpro® gutter and rainware products is one like any other colored or painted surface, subject to chalking and some degree of color change, due to normal atmospheric weather conditions and dirt accumulation, depending on the atmosphere to which your rainware is exposed. Under normal conditions, objectionable superficial surface dirt can be removed by washing down the gutters with a garden hose and a soft bristle brush. While weathering occurs through exposure to the sunlight or extreme weather conditions, the ScratchGuard® finish resists the associated problems of peeling, chipping and blistering. In addition to resistance to chipping, peeling and blistering, the ScratchGuard® Coatings are formulated to resist fading (color change) due to normal weathering for a reasonable period of time, depending on the atmospheric conditions to which your home is exposed.

Unusual Conditions

In industrial areas, where a more thorough cleaning is necessary for stains resulting from tree sap, insecticides, chimney fumes, etc., the finish should be washed with a sponge or soft bristle brush and a solution of detergent and water (1/3 cup of detergent such as Tide, per gallon of water, for example). Immediately rinse surfaces thoroughly with a garden hose. Avoid vigorous rubbing as this can cause the coating to lose its luster and finish. To minimize streaking, wash from top to bottom. In some geographic locations, mildew may appear as black spots. Mildew can be removed by treating the gutters with the cleaning solution described below. The solution can either be sprayed or sponge applied with a soft bristle brush. Allow it to remain for 15 to 20 minutes, and then rinse clean with a hose. Adequate rinsing is recommended to assure cleansing of the finish and further dilute the solution, so as not to harm shrubbery under gutter and fascia areas. Test the solution, or clean a small area before application to large areas. Avoid skin contact or getting the solution into your eyes.

CLEANING SOLUTION

1/3 cup detergent (such as Tide)
2/3 cup Soilax
1 quart liquid bleach (such as Clorox)
3 quarts water

CAUTION: Greater concentrations may cause damage to the finish. **DO NOT** use abrasive or solvent type cleaners or paint removers.