

# WARRANTY

## SEAMLESS ALUMINUM GUTTER & RAIN CARRYING SYSTEMS TWENTY (20) YEAR LIMITED FINISH WARRANTY (Prorated & Non-Transferable)

### COVERAGE UNDER THIS WARRANTY

Warranty is extended to you as the Original Property Owner(s) identified in this Warranty Certificate ("Certificate"). Subject to the terms and conditions set forth in this Certificate, Englert warrants that the seamless aluminum gutter/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 for a period of twenty (20) years from the date of original installation as long as you own the property, provided that the cleaning methods, as described on the other side of this Certificate, have been fully followed. 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 gutter/rain carrying 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 your claim in writing within forty-five (45) days from the date the defect(s) 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 reserves the right to require you to furnish proof of purchase. Furthermore, Englert reserves the right to inspect the gutters or 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 gutters/rain carrying accessories if it is determined that the claimed defect is covered by this Warranty during the original purchaser's ownership of the Property, as follows:

If the defect is reported to Englert during the first year following the date of original installation of the defective aluminum gutters/rain carrying accessories, Englert will pay 100% of the cost of repainting, repairing, or otherwise replacing the defective aluminum gutters/rain carrying accessories. For each succeeding year thereafter, through the fifth (5th) year, Englert's portion of such costs will be reduced by 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 5% per year. From the fifteenth (15th) year through the twentieth (20th) year, Englert's portion of such cost will be 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/rain carrying accessories. It will be solely at Englert's discretion, as to how it will repair or replace the defective seamless aluminum gutters/rain carrying accessories, namely by repainting, repairing, or replacing.

There are no warranties on the seamless aluminum gutters/rain carrying accessories other than as set forth in this Certificate. Englert is 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 seamless aluminum gutters/rain carrying accessories. **THE WARRANTIES SET FORTH IN THIS WARRANTY ARE THE ONLY EXPRESS WARRANTIES EXTENDED BY ENGLERT ON YOUR SEAMLESS ALUMINUM GUTTERS/RAIN CARRYING 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/RAIN CARRYING ACCESSORIES. ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM ENGLERT 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 Certificate 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/rain carrying accessories will be the remaining unexpired portion of the original warranty period.

A color 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 and rain carrying 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/rain carrying accessories.

### 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 attributable to causes or occurrences beyond Englert's control and unrelated to the manufacturing process, including, but limited to, faulty or improper installation, normal weathering, oxidation, exposure to corrosive atmospheric (such as those contaminated with salt or salt spray, acid rain, harmful chemicals, or vapors,) mildew, unreasonable use, misuse, physical abuse, accidental damage, vandalism, use of incompatible accessories, fire, flood, earthquake, lightning, radiation, ice or windstorms, hail or other acts of God, wind-borne objects, building settlement, structural failures (including walls and foundations), or the use of harmful cleaning compounds. Englert is not responsible for any damage to your seamless aluminum gutters/rain carrying accessories which occur 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.

