

Lifetime Material Warranty

American Rainware, Inc. warrants to the original consumer purchaser that the Gutter Remedy products covered by these Warranties will be free of defects due to faulty material or workmanship for the lifetime of the original consumer purchaser of the Gutter Remedy product, under normal use and maintenance, normal exposure to sunlight, temperature and other natural elements, and subject to the exceptions, limitations, disclaimers and other terms and conditions contained in these warranties.

Performance Warranty

American Rainware, Inc. warrants to the original consumer purchaser of the Gutter Remedy products covered by this Performance Warranty, that Gutter Remedy products will keep gutters freeflowing, subject to the exceptions, limitations, disclaimers and other terms and conditions contained in these Warranties. Freeflowing is hereby defined as the movement, or the act of flowing, rinsing or circulating of rainwater. Gutter Remedy products are engineered to transfer all but inconsequential droplets of run-off water into the gutter when properly installed and maintained. It is the responsibility of the installing dealer to assure that the Gutter Remedy system is performing as designed and has been properly attached to your home without damaging the integrity of the structure. Gutter Remedy products may be installed over or under shingles according to factory specifications.

Conditions

It is a requirement that gutters and downspouts be thoroughly cleaned, gutters properly aligned and sloped, and all downspout screens removed at the time of installation of the Gutter Remedy system.

Warranty Service

Any claim for performance failure or defects under this Warranty must be submitted to the installing dealer for service and resolution. All claims must be submitted within the Warranty period, promptly after discovery of the claimed defect, describing the defect claimed and referring to the date of installation and proof of purchase. Reasonable time should be allowed for inspection purposes. Any claim for defects in material under this Warranty must be submitted by registered mail, in writing, to American Rainware, Inc., 4071 82nd St SW, Byron Center, Michigan 49315. The obligation of American Rainware, Inc. under this Warranty shall be performed only by persons designated by American Rainware, Inc. for that purpose and is subject to all other provisions of this Warranty. If, after inspection, American Rainware, Inc. determines that the claim is valid in accordance with the terms of the Warranty, American Rainware, Inc. agrees, only and at its option, to repair, replace or refund the purchase price of the failing part of the Gutter Remedy product. If American Rainware, Inc., at its option, determines to replace the defective Gutter Remedy products, and if the Gutter Remedy product as originally installed is no longer available, American Rainware, Inc. shall have the right to substitute Gutter Remedy product designated by it to be of equal quality. A color variance may occur between any new replacement product in comparison to the originally installed product due to weathering exposure and is not indicative of a defective product. If, at American Rainware, Inc.'s option, a purchase price refund is conveyed to the original consumer purchaser, all warranties are terminated, and repair, replacement or removal of the Gutter Remedy product shall become the sole responsibility of the original consumer purchaser. Warranty service, and/or payment in lieu of service, may be affected by the occurrence of outstanding installation debt by the original consumer purchaser to the installing dealer. Service calls for non-warranty repair or adjustment may result in a service charge.

Exclusion to Warranties

These Warranties are granted to the original consumer purchaser only, cover only the manufacturing defects as specified herein, and terminate immediately upon the transfer of home ownership. American Rainware, Inc. does not warrant, and will not be responsible for any costs, defects or damages with respect to the installation, removal, repair, or re-installation of any Gutter Remedy products or components. This Warranty does not cover any other damage or material failure including, but not limited to, damage caused by occurrences beyond the control of American Rainware, Inc., such as settlement of the building, failure of the structure (including foundations and walls), use of incompatible accessories, faulty or improper installation, any

re-installation of the products, normal weathering, chemical pollutants, normal fading, fire, flood, lightning, windblown objects, earthquake, hurricanes, ice dams, icicles and/or ice storms, atmospheric conditions or weather of catastrophic nature as defined by the U.S. Weather Bureau, other acts of God, intentional acts, unreasonable use or failure to provide reasonable maintenance. The geographic location, the quality of the atmosphere and other local factors over which American Rainware, Inc. has no control, may contribute to the severity of these conditions. In regions where hardwood tree tassels and/or pine resin are prevalent in excessive amounts, the top surface of the Gutter Remedy system must be periodically cleansed to prevent debris build-up and to maintain performance excellence. Painting the specially coated Gutter Remedy product will void this Warranty. Adjustment or tampering with the custom engineered Gutter Remedy system by unauthorized contractors (painters, roofers, etc.) or misalignment caused by ladders placed against gutters or Gutter Remedy product will void these Warranties.

Remedy and Rights

These Warranties of Gutter Remedy product are the only expressed Warranties provided by American Rainware, Inc. No employee, representative or agent of American Rainware, Inc., nor any other person, has authority to assume or incur on behalf of American Rainware, Inc. any obligation, liability or responsibility in place of or in addition to these Warranties. IN NO EVENT SHALL THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BE LONGER THAN THE DURATION OF OWNERSHIP AND OCCUPATION BY THE ORIGINAL GUTTER REMEDY PRODUCT CONSUMER PURCHASER OF THE HOME ON WHICH THE GUTTER REMEDY SYSTEM IS INSTALLED. SOME STATES DO NOT PERMIT ANY LIMITATION ON THE LENGTH OF AN IMPLIED WARRANTY, AND THEREFORE THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. IN NO EVENT SHALL AMERICAN RAINWARE, INC. BE OBLIGATED OR LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF GUTTER REMEDY PRODUCTS. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THEREFORE SOME OR ALL OF THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. These Warranties provide specific legal rights, and you may have other rights which vary from state to state.

GUTTER REMEDY System Maintenance Tips:

Alignment and spacing is critical for performance excellence. Never permit unauthorized contractors (painters, roofers, etc.) to adjust or tamper with the system, or allow ladders to come in contact with gutters or the Gutter Remedy custom-engineered system.

Gutter Remedy is designed to be a closed system. Water flows into the gutter at the pre-set gap along the gutter front but birds and animals are prevented from entering and obstructing water flow. If gaps, spacing, or misalignment allow birds or animals to enter the system, contact your installation dealer for service.

GUTTER REMEDY System Maintenance Tips Continued:

During manufacture and installation, natural oils may adhere to Gutter Remedy and cause minor runoff on newly installed systems. This is normal and will dissipate after 30-60 days.

Though damage caused by actions beyond our control are not covered by your Warranty (such as hail and other acts of God), corrections should be made immediately to maintain peak performance. If accidental damage or misalignment does occur, please call your Gutter Remedy dealer for service.

Normal weathering will enhance the performance of the Gutter Remedy system. Over time, however, dirt may build up around the horizontal overhang/edge of the system. Annual spray cleaning with a garden or pressure hose will help maintain performance excellence. In regions where excessive tree sap, hardwood tree tassels and/or pine resin are prevalent, this front edge may require additional periodic cleaning.

Gutter Remedy features a patented coating. Paint and waterproofing chemicals defeat the purpose of this coating and performance is reduced. Do not paint the Gutter Remedy system. Gutter Remedy is ice neutral, neither causing nor preventing ice dams. Performance is not affected by the presence of icicles.

