



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

COVERAGE UNDER THIS WARRANTY

This Warranty is extended to you as the Property Owner(s) identified in this Warranty Certificate ("Certificate") and the attached Warranty Registration Card by Englert Inc. ("Englert"). 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 and the attached Warranty Registration Card ("the Property"), will not blister, flake, chip, crack, peel, split, rot, red rust, or structurally deteriorate as a direct result of manufacturing defects, for a period of twenty (20) years from the date of original installation, provided that the cleaning methods, as described on the other side of the 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 accessories exhibit a manufacturing defect covered by this Warranty, simply write to Warranty Department, Englert Inc., 1200 Amboy Avenue, PO Box 149, Perth Amboy NJ 08862. 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(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 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 gutters or gutter accessories, if it is determined that the claimed defect is covered by this Warranty 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 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 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.

THE WARRANTIES SET FORTH IN THIS CERTIFICATE ARE THE ONLY EXPRESS WARRANTIES EXTENDED BY ENGLERT ON YOUR SEAMLESS ALUMINUM 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 REGARD TO THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES, IN CONNECTION WITH YOUR SEAMLESS ALUMINUM GUTTERS AND ACCESSORIES.

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 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 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 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.



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 unequal exposure of your seamless aluminum gutters or gutter accessories to the sun and elements are not covered by this Warranty.

This Warranty is extended only to you as original property owner(s), and may not be assigned or otherwise transferred. 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.