

RAINTRAP® GUTTER PROTECTION LIMITED LIFETIME WARRANTY

RAINTRAP™ Industries manufactures RAINTRAP® 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

RAINTRAP™ Industries 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 for as long as you own the home.

Finish

RAINTRAP™ Industries further guarantees that for twenty years the finish on the Product will not chip, crack, peel 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.

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 RAINTRAP™ Industries; or
- any other causes beyond our reasonable control.

OTHER LIMITATIONS

1. Due to normal weathering, replacement Product may differ in gloss and color from Product originally installed on the Property.

2. 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.

3. 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. 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.

THERE ARE NO EXPRESS OR OTHER WARRANTIES EXCEPT AS CONTAINED IN THIS WARRANTY STATEMENT, AND THE WARRANTY STATEMENT IS IN LIEU OF, AND EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE MANUFACTURER'S LIABILITY IS LIMITED SOLELY AND EXCLUSIVELY TO THE REPLACEMENT OBLIGATION SPECIFICALLY UNDERTAKEN HERIN, AND IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR LABOR, INSTALLATION, FREIGHT, TAXES OR ANY OTHER CHARGES. THE MANUFACTURER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND WHATSOEVER, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE OR TORT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

THE MANUFACTURER IS NOT THE SELECT CONTRACTOR AND DOES NOT WARRANT DAMAGE OR DEFECT CAUSED BY FAULTY INSTALLATION. PROPER INSTALLATION IS DEFINED AS OUTLINED IN THE INSTALLMENT INSTRUCTION. FAULTY INSTALLATION OF THIS PRODUCT WHICH GIVES RISE TO A DEFECT RENDERS WARRANTY COVERAGE NULL AND VOID.

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/pre-treated lumber, roofing materials or roofing systems containing metallic granules or strips, or corrosive non-metallic material.