

## 25 YEAR LIMITED PARTS WARRANTY

LIMITED WARRANTY. Subject to the following terms and conditions, Gutterglove, Inc. (herein referred to as "GGI") warrants to the original purchaser ("Purchaser") of its HomeSafe Gutter Guard (the "Product") that it will be free from defects in manufactured parts and GGI will, at its sole discretion, either repair the defect or replace the defective part thereof with a new or reconditioned equivalent. This Limited Warranty is valid for twenty-five (25) years for parts only and does not include any labor costs (for example, de-install/re-install labor), other associated costs or expenses (for example, hardware), or shipping costs. In Coastal Areas (defined hereinafter), this Limited Warranty is reduced to five (5) years. For purposes of this Limited Warranty, the term "Coastal Areas" shall mean any location within five (5) miles of a shoreline, including, without limitation, shorelines associated with oceans, gulfs, seas, and lakes. No other warranties are expressed or implied in this Limited Warranty.

**COVERAGE EXCLUSIONS AND LIMITATIONS.** This Limited Warranty is void if any of the following occurs: improper installation, including contact with copper; removal of or modifications made to any materials or components not outlined in GGI published installation guides; settling of building structure; structural shrinkage; structural distortion (for example: roof/gutter/fascia warping, etc.); vandalism; hail; fire; tornado; hurricane; windstorm; blizzard/excessive snowfall; earthquakes; lightning; use of roof life extension/preservation products; improper maintenance; tree sapping on the gutter guard; insect/bird droppings on the gutter guard; accidental damage; acts of God; acts of war; acts of violence; misuse; abuse; mildew accumulation; paint overspray; moss accumulation; impact of foreign objects; caustic atmospheric conditions such as acid rain, harmful chemicals, salt spray, etc.; or any other causes beyond the control of GGI. This Limited Warranty applies to defective products only and not to any damage sustained by the Product after purchase.

GGI's obligation under this Limited Warranty shall at no time exceed the purchase price at the time of sale. This Limited Warranty applies to the Product only; damaged or defective gutters or building structure(s) are not covered.

GGI reserves the right to withdraw this warranty from the market at any time; provided, however, that any warranty in effect at the time of withdraw shall remain in effect until expiration. This warranty is non-transferable. Any implied warranties imposed by law, such as the implied warranties of merchantability and fitness for a particular purpose are

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limited in time to the duration of this Limited Warranty or the applicable statute of limitations where Purchaser resides, whichever is less.

LIMITATIONS ON LIABILITY. GGI will not be liable to Owner for a breach of any written or oral express warranties, such as those given to Owner by a contractor, sub-contractor, installer, or retailer. Independent professional contractors who install GGI products are not our employees or official representatives. We do not warranty the installation services of the contractors. We are not responsible or liable for installation services provided by professional contractors and any contract for installation services is with the professional contractor alone. GGI shall not, in any event, be liable to Owner for lost profits, indirect, consequential, exemplary, incidental, special, or punitive damages for breach of any express, written, oral, or implied warranty on the Product. GGI will not be liable for damage to the product or the Owner's property as a result of installation or removal by a contractor, subcontractor, installer or retailer. Owner's exclusive remedy shall be repair or replacement of the Product only at GGI's sole and absolute discretion and subject to the terms of this Limited Warranty.

**WARRANTY ACTIVATION.** This Limited Warranty becomes effective at the time of purchase. Purchaser should retain this document with original purchase receipt. Failure to do so will render this Limited Warranty null and void.

**CLAIMS PROCEDURE.** Any claim made hereunder must be presented to GGI within the warranty period within ninety (90) days after discovering the defect. The claim should make reference to original date of installation, Owner's name, address, phone number, a copy of the original receipt, and a description of the defect. To submit a claim, contact GGI via phone at 877-662-5644, by mail to Gutterglove, Inc., Attn: Warranty Claims Department, 4020 Aspen Grove Drive, Suite 350 Franklin, TN 37067, or by email at customerservice@gutterglove.com.