



Rainware & Gutter Systems

Twenty-Year Limited Warranty

Prorated / Non-Transferable

COVERAGE UNDER THIS WARRANTY

This Warranty is extended to you, the property owner(s) identified in this Warranty Certificate ("Certificate") by Alside. Subject to the terms and conditions set forth in this Certificate, Alside warrants that the aluminum rainware and gutter systems ("Products") identified in this Certificate and installed on the property identified in this Certificate (the "Property"), so long as they are formed and fabricated from genuine Alside aluminum gutter or gutter accessory coil will not blister, flake, chip, crack (except for "crazing" or minor stress fracture of the coated surface, as may naturally occur on tightly formed or stamped edges), peel, split, 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 however, that the cleaning practices described on the reverse side of this Certificate have been followed.

This Warranty will remain in effect for twenty (20) years, as long as at least one of the property owners identified in this certificate is living and owns an interest in the Property; provided, however, that all of the property owners are natural persons and the Product is installed on a detached, single-family residence. Otherwise, this Warranty will remain in effect for a period of ten (10) years from the date the Products are originally installed. For example, if one or more of the property owners is not a natural person (for example, if one or more of the properties owners is a corporation, unincorporated association, partnership, governmental agency, public agency, church or school), or if the Products are installed on a building that is not a detached single-family residence (for example, if the building is a condominium or duplex), the Warranty period will be ten (10) years from the date the Products are originally installed.

WHAT YOU SHOULD DO IN THE EVENT OF A DEFECT

If your Products exhibit a manufacturing defect covered by this Warranty, simply write to Alside P.O. Box 2010 Akron, OH 44309, Attn: Warranty Services, describing the defect and providing your name, property address, phone number, date of installation and a copy of this Certificate. **IN ORDER TO QUALIFY FOR WARRANTY COVERAGE, YOU MUST NOTIFY ALSIDE OF A POSSIBLE DEFECT WITHIN SIXTY (60) DAYS OF THE DATE THE DEFECT IS FIRST DISCOVERED, OR REASONABLY COULD HAVE BEEN DISCOVERED.**

Alside will reply to you within a reasonable period of time after it receives your

written claim and reserves the right to require that you furnish additional claim information or evidence. Alside also reserves the right to inspect the Products claimed to be defective, within a reasonable period of time after it has first replied to your written claim.

REMEDIES UNDER THIS WARRANTY

For any claimed manufacturing defect determined by Alside to be covered by this Warranty, Alside, as its sole option, will either repair, refinish or replace the defective Products in accordance with the information provided in the following paragraph.

If the defect is reported to Alside during the first year following the date of original installation of the defective Products, Alside will pay 100% of the costs of repairing, refinishing or replacing the defective Products. For each succeeding year thereafter, through the Fifth (5th) year, Alside's portion of such costs will be reduced by ten percent (10%) per year. During the sixth (6th) year, and each succeeding year thereafter, through the fourteenth (14th) year, Alside's portion of such costs will be reduced by five percent (5%) per year. During the fifteenth (15th) year through the twentieth (20th) year, Alside's portion of such costs will be ten percent (10%).

In lieu of repairing, refinishing or replacing the defective Products, Alside reserves the right to pay the lesser of (1) an amount of cash equal to the costs Alside would incur were it to elect to repair, refinish or replace the defective Products, including all applicable labor costs or (2) an amount of cash equal to, but not to exceed the purchase price paid for the defective Products by the original purchaser, including material and labor; provided however, that the amount paid will be subject to the proration schedule set forth in the preceding paragraph.

Alside reserves the right to require that you pay in advance, your portion of the costs for repairing, refinishing or replacing the defective Products.

The Warranty period for any repaired, refinished, or replaced Products will be the remaining unexpired portion of the original Warranty period for your Products.

Due to the normal weathering and aging of the originally installed Products, a color variance may occur between replacement Products in comparison with the originally installed Products. This will not however, be indicative of a defect in either the replacement Products or the originally installed Products.

Alside reserves the right to discontinue, modify or change the color of the Gutter Coil or Gutter Accessory Coil used to produce the Products. In the event that any of the original Products are no longer available, Alside shall have the right to substitute Products determined by Alside to be of substantially equal quality and price.

Any costs or expenses beyond those expressly assumed by Alside under the terms of this Warranty shall be the sole responsibility of the property owner(s).

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. It does not cover defects attributable to causes or occurrences beyond the control of Alside and unrelated to the manufacturing process, including, but not limited to failure of the independent owner(s) or operator(s) to maintain and operate the equipment used to form or fabricate the Products in strict adherence to the specifications and guidelines provided by the equipment manufacturer,

damage or deformation of Products incurred during, or as a result of the forming or fabrication of the Products, faulty or improper installation, normal weathering, exposure to corrosive atmospheres (such as those containing sea salt, acid rain, chemicals, vapors, or other harmful airborne contaminants), mildew, unreasonable use, misuse, physical abuse, accidental damage, vandalism, use of incompatible accessories, fire, flood, earthquake, lightning, ice or windstorms, hail, or other acts of God, wind-borne objects, building settlement or structural failures (including walls and foundations), or the use of harmful cleaning agents.

Fading and color change are not covered by this Warranty. Weathering (i.e. exposure to sunlight and extremes of weather and temperature) and the normal aging process will cause any colored surface to fade, darken, chalk or acquire a surface accumulation of dirt or stains. The severity of these conditions depends on air quality, the geographic location of your property and other local conditions (including unequal exposure of the installed products to the sun and other elements) over which Alside has no control.

This Warranty shall not apply if the Property has any copper on its roof (whether in the roof itself or in flashings or valleys) or on any area from which water may be directed to your aluminum gutter and gutter accessories.

THE WARRANTY SET FORTH IN THIS CERTIFICATE IS THE ONLY WARRANTY EXTENDED BY ALSIDE IN CONNECTION WITH THE PRODUCT AND IS IN PLACE OF AND TO THE EXCLUSION OF ANY OTHER WARRANTY WHETHER EXPRESSED OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY EXCLUDED. THE REMEDIES SET FORTH IN THIS CERTIFICATE SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES, AND ALSIDE'S SOLE LIABILITY FOR ANY BREACH OF THE WARRANTIES SET FORTH IN THIS CERTIFICATE. ALSIDE SHALL NOT BE LIABLE OR RESPONSIBLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH THE PRODUCTS. NO MODIFICATION OR CHANGE TO THIS WARRANTY WILL BE EFFECTIVE UNLESS IT IS MADE IN A WRITTEN DOCUMENT SIGNED BY AN OFFICER OF ALSIDE.

This agreement contains the entire agreement between Alside and the property owner(s) and excludes all warranties as may exist from other persons such as contractor(s), independent equipment owner(s) or operator(s), or installer(s).

This limited warranty applies only to Alside Products used in the installation at the address recorded on this Warranty.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This limited warranty is applicable to Products installed in the forty-eight (48) contiguous United States and the District of Columbia and no other place.

