

GUTTER HELMET® Products with Patented PermaLife™ Coating Manufacturer's Transferable Limited Warranties

Lifetime Material Warranty

Southeastern Metals Mfg. Co. Inc. warrants to the original consumer purchaser that the Gutter Helmet® products covered by these Warranties be free of defects due to faulty material or workmanship for the lifetime of the original consumer purchaser of the Gutter Helmet® product, under normal use and maintenance, and subject to the exceptions, limitations, disclaimers and other terms and conditions contained in these warranties. Gutter Helmet® products with PermaLife™ coating will not crack, chip or peel and will resist fading, chalking and the effects of corrosive air pollution. This Material Warranty is transferable by the original consumer purchaser, subject to the inspection, certification, exceptions, and terms and conditions contained in these warranties.

Lifetime Performance Warranty

Southeastern Metals Mfg. Co. Inc. warrants to the original consumer purchaser of the Gutter Helmet® products covered by this Performance Warranty, that Gutter Helmet® products will keep gutters freeflowing, subject to the exceptions, limitations, disclaimers and other terms and conditions contained in these Warranties. Free flowing is hereby defined as the movement, or the act of flowing, rinsing or circulating of rainwater (i.e. your gutters will not clog). Gutter Helmet® products are engineered to transfer all but inconsequential runoff droplets into the gutter system when properly installed and maintained. It is the responsibility of the installing dealer to assure that the Gutter Helmet® system performs as designed and has been properly attached to your home without damaging the integrity of the structure. Gutter Helmet® products may be installed over or under shingles as per factory specifications. Secondary runoff may be experienced at the termination of long or steep valleys.

Conditions

Gutters and downspouts must be thoroughly cleaned, gutters properly aligned and pitched, and all screens removed at the time of installation of the Gutter Helmet® system. This material warranty may only be transferred by the original consumer purchaser; upon the inspection and re-certification of the installed gutter protection system by a Company-designated representative; and upon receipt of the attached completed transfer card and payment of a \$150 transfer fee to Southeastern Metals Mfg. Co. Inc., postmarked within **45 days** of the transfer of home ownership.

Warranty Service

Safely store this Warranty information for future reference. Proof-of-purchase documents must be presented before Warranty Claim can be processed. Acceptable proof of purchase includes only: a dated copy of this warranty, or a signed and dated copy of the original dealer sales agreement.

ALL claims under this Warranty for **performance** failure or defect are the sole responsibility of the installing dealer and must be submitted to the installing dealer for resolution. ALL claims under this Warranty for **material** failure or defect in must be submitted in writing and by registered mail, to Southeastern Metals Mfg. Co. Inc., Gutter Helmet® Warranty Dept., 11801 Industry Drive, Jacksonville, Florida 32218. Claims must be submitted promptly after discovery of the claimed defect and within the Warranty period. Reasonable time should be allowed for inspection purposes. The material claim obligation of Southeastern Metals Mfg. Co. Inc. under this Warranty shall be performed only by persons designated by Southeastern Metals Mfg. Co. Inc. for that purpose and is subject to all other provisions of this Warranty. If, after inspection, Southeastern Metals Mfg. Co. Inc. determines that the claim is valid in accordance with the terms of the Warranty, Southeastern Metals Mfg. Co. Inc. agrees, only and at its option, to **repair, replace or refund the purchase price of the failing part of the Gutter Helmet® product.** If Southeastern Metals Mfg. Co. Inc., at its option, determines to replace any or all Gutter Helmet® product, and if Gutter Helmet® product as originally installed is no longer available, Southeastern Metals Mfg. Co. Inc. shall have the right to substitute Gutter Helmet® product designated by it to be of equal quality. Minor color variations may exist between replacement product and the originally installed product, and is not indicative of a defective product. If, at Southeastern Metals Mfg. Co. 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 Helmet® 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. Non-warranty calls for 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, unless the terms for transfer are met (see 'Conditions' above). **Southeastern Metals Mfg. Co. 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 Helmet® 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 Southeastern Metals Mfg. Co. Inc., such as settlement of the building, failure of the structure (including foundations and walls), use of incompatible accessories, faulty or improper installation, re-installation, normal weathering, chemical pollutants, normal fading, fire, flood, lightning, high winds, windblown objects, earthquake, hurricanes, ice dams, icicles and/or ice storms, atmospheric conditions or weather of catastrophic nature as defined by the US Weather Bureau, other acts of God, intentional acts, unreasonable use or failure to provide reasonable maintenance. Adjustment or tampering with an installed Gutter Helmet® system by any unauthorized person (painters, roofers, etc.), or misalignment caused by foliage, tree limbs, and ladders placed against gutters or Gutter Helmet® product will void these warranties. In regions where tree sap or pine resin is prevalent in excessive amounts, the exposed surface of the Gutter Helmet® system may require periodic rinsing to prevent organic build-up and minor runoff. The geographic location, the quality of the atmosphere and other local factors over which Southeastern Metals Mfg. Co. Inc. has no control, may contribute to the severity of these conditions. Painting the specially coated Gutter Helmet® product will void this warranty. The formation of icicles is not a warranted defect.

Remedy and Rights

These Warranties of Gutter Helmet® product are the only expressed Warranties provided by Southeastern Metals Mfg. Co. Inc.. No employee, representative, agent, nor any other person, has authority to assume or incur on behalf of Southeastern Metals Mfg. Co. 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 HELMET® PRODUCT CONSUMER PURCHASER (OR SECONDARY HOMEOWNER AS PER THE ABOVE STATED CONDITIONS FOR TRANSFER), OF THE HOME ON WHICH THE GUTTER HELMET® 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 Southeastern Metals Mfg. Co. 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 HELMET® 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.

Registration of Warranties

This Limited Warranty must be validated by having the attached Warranty Card completed, signed by the original consumer purchaser, and returned to and received by Southeastern Metals Mfg. Co. Inc. at the address indicated on the Warranty Card not later than forty-five (45) days after the installation of the complete Gutter Helmet® system.