

# A-1 ALUMINUM INC.

## *Gutter Warranty*

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### • Material Coverage

A-1 Aluminum Inc. warrants to the homeowner(s) located at the address and on the date specified herein that the materials provided by A-1 Aluminum Inc. will not peel, chip, crack, split, flake, blister or red-rust under conditions of normal wear for a period of twenty (20) years from the date of installation. Should the materials fail to perform in accordance with the above standards, and under proper notification and inspection by A-1 Aluminum Inc., A-1 Aluminum Inc shall at its sole option either repair, replace, refinish or refund any defective materials.

A-1 Aluminum Inc. will assume one hundred (100%) percent of the material cost for validated claims made during the first three (3) years after installation. Beginning on the fourth year of the warranty period, A-1 Aluminum Inc.'s share of such costs will be reduced to ninety (90%) percent and the homeowner's cost shall be ten (10%) percent of the then current cost. Each year thereafter through the twentieth (20) year A-1 Aluminum Inc.'s share will cumulatively decrease from ninety (90%) percent by five (5%) percent increments per year. Any claims received by A-1 Aluminum Inc. after the warranty period of twenty (20) years shall be invalid and A-1 Aluminum Inc. shall not be responsible for any costs associated therewith.

### • Labor Coverage

All installation provided by A-1 Aluminum Inc. comes with a two- (2) year warranty on labor. This covers all workmanship and takes effect on the day of job completion. A-1 Aluminum Inc. does not warrant any damages caused by natural disaster, structural defects or damages caused by other individuals. The labor warranty on gutter installed with a metal roof is limited due to ice and snow buildup, which causes damage to the gutter structure. Any gutter lengths greater than seventy-five (75) feet will not be warranted against the natural effect of expansion and contraction.

### • Limitations

#### 1. *Excluded Damage*

This warranty does not cover damage resulting from fire, flood, lightning, hail storm, windstorm, wind borne objects, earthquakes, salt spray or other acts of God. A-1 Aluminum Inc. shall not be responsible for normal structural shrinkage or distortion; damage resulting from improper installation; vandalism; harmful chemicals, vapors or fumes; misuse; abuse; normal weathering or the homeowner(s) failure to provide regular cleaning and maintenance of the product or any other cause beyond the control of A-1 Aluminum Inc.

#### 2. *Restricted Applications*

This warranty does not cover the product when applied to motor/mobile home or other transportable structures.

#### 3. *Execution*

The homeowner(s) has the duty to deliver payment in full for material and installation provided by A-1 Aluminum Inc. in accordance with the payment terms set forth. (These being full amount due upon job completion.) If for any reason the payment falters, this warranty becomes null and void until full payment is restituted.

### • Notice, Inspection, Remedies and Conditions

Should the homeowner(s) believe that the materials provided by A-1 Aluminum Inc. contain manufacturing defects, they shall promptly present their claim in writing to: A-1 Aluminum Inc., 4405 Kiln Court, Louisville, KY, 40218.

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**Courtesy of A-1 Aluminum Inc.**

4405 Kiln Court \* Louisville, KY 40218 \* (502) 452-2239 \* (502) 452-9937 fax  
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The written notification must contain the homeowner(s) name and address, a brief description of the product and defect, and the date of installation.

Upon receipt of notification, A-1 Aluminum Inc. shall have the right to inspect the materials on the homeowner(s) premises to verify the condition. Within a reasonable time thereafter, A-1 Aluminum Inc. shall notify the homeowner(s) whether the claim has been accepted and, if so, the manner in which it intends to remedy the problem. In the event that A-1 Aluminum Inc. conclusively determines that the materials installed are not products provided by A-1 Aluminum Inc., notwithstanding anything herein to the contrary, this warranty shall be null and void and the homeowner(s) sole recourse shall be to the true manufacturer/installer of the material.

### • **Exclusions and Limitations of Damages**

A-1 Aluminum Inc. makes no warranties except those set forth herein and shall not be liable for any incidental, special, or consequential damages incurred by any homeowner(s) as a result of a breach of any express or implied warranties. This writing contains the entire agreement between A-1 Aluminum Inc. as a manufacturer/installer and the homeowner(s) and supersedes any other warranties, whether made by dealers, applicators, distributors, or other such persons. All implied warranties, which may arise under State or Federal law, are limited in duration to the terms herein to the extent permissible under the respective laws.

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