

Manufacturer's Twenty (20) Year Limited Warranty

For

SPECTRA METAL SALES, INC.

Continuous Aluminum Gutter Coil & Aluminum Gutter Accessories
Pro-Rated/Non-Transferable

Spectra Metal Sales, Inc. a Florida corporation, (the "Manufacturer") hereby warrants that the finish on the Manufacturer's painted continuous aluminum gutter coil and painted aluminum gutter accessories specified herein (the "Material") will not crack, peel, blister, chip or flake under Normal Use & Normal Service for twenty (20) years from the date of the Material's installation. The Material is specifically intended to move only rainwater of the roofline and away from a dwelling ("Normal Use"). The purchaser is responsible for keeping the Material free of tree leaves and other debris that may accumulate in, on or around the Material ("Normal Service"). If, upon proper inspection by the Manufacturer or its authorized representative, a defect is identified and acknowledged, the Manufacturer will be responsible for the cost of refinishing, repairing, or replacing the defective Material, or where applicable, issue a refund. All remedies hereunder shall be based upon the Material's cost and be prorated from the installation date as follows: 100% for year one; 90% for year two; 80% for year three; 65% for year four; 50% for year five; 25% for the years six through ten; 20% for the years eleven through sixteen; 16% for year seventeen; 12% for year eighteen; 8% for year nineteen; 4% for year twenty; zero (0) percent for any claim made over 20 years. Any refinishing or replacement of defective Material or refund shall be approved in advance and be at the Manufacturer's sole option. The basis of determining the Material's cost under this warranty shall be, at the Manufacturer's sole option, one of the following alternatives: (i) for refinishing, the then prevailing area finishing costs; (ii) replacement of Material, the lesser of the price of the Manufacturer's Material at the time of settlement or the original purchase price of the Material.

This warranty is valid only when payment for the Material is made in full. This warranty covers the material only. The Manufacturer is in no way responsible for the forming, shaping, or the installation of the product, which is the responsibility of the distributor, dealer, contractor, or applicator. This warranty applies only to the finish applied to Manufacturer's continuous aluminum gutter coil and aluminum gutter accessories manufactured and sold by the Manufacturer, and excludes any products with a finish applied by another entity.

This warranty does not cover damage or deterioration caused by faulty installation, hail, ice, windstorms, foreign objects, fire, lightning, earthquakes, erosion, explosions, normal weathering (including chalking & fading), riots, vandalism, civil commotion, misuse, abuse, or other occurrences beyond the control of the Manufacturer.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES & REPRESENTATIONS, EXPRESSED OR IMPLIED, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE MANUFACTURER AND IS LIMITED TO A DURATION OF TWENTY (20) YEARS. THE MANUFACTURER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, OTHER THAN THAT SET FORTH HEREIN, OR REQUIRED BY LAW. The Manufacturer does not warrant that any of the Materials shall meet or comply with the requirements of any present or future safety code or regulation of any state, municipality or other jurisdiction.

Liability of the Manufacturer is limited to the purchase price. THE MANUFACTURER SHALL IN NO EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, WHETHER ALLEGED TO HAVE RESULTED FROM DELAY IN DELIVERY OF NON-CONFORMING MATERIAL, DEFICIENCIES IN MATERIAL, OR ANY OTHER CAUSE WHATSOEVER, AND WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. The remedy set forth above shall be exclusive.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or excursions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

All claims under this warranty must be made in writing within the warranty period, and within thirty (30) days after the appearance of any alleged defect. This warranty is not effective unless signed and dated by the installing dealer at the time of installation, countersigned by the Purchaser and the original form sent to the Manufacturer, at P. O. Box 43167, Atlanta, GA. 30336 USA, within thirty (30) days of installation. This warranty extends to the original Purchaser and installation address and cannot be assigned or otherwise transferred.

Manufacturer Authorized Dealer: _____

Installation Date: _____

Product(s) Installed: _____

Purchaser: _____

Installation Address: _____