

## **Lifetime Limited Warranty on Labor and Workmanship (Gutters)**

### **1. Coverage**

Sunshine State Gutters warrants to the original purchaser ("Owner") that all gutter installation labor shall be free from defects in workmanship and shall not result in water leaks due to improper installation, for the lifetime of the gutters, provided the Owner continues to own and occupy the property where the original installation was performed.

### **2. Scope of Warranty**

This warranty covers:

- - Labor performed by Contractor during the original installation.
- - Leaks or water intrusion directly resulting from improper installation or defective workmanship by Contractor.

### **3. Exclusions**

This warranty does not cover and shall be void under the following conditions:

1. a) Damage caused by natural disasters, extreme weather events, or acts of God, including but not limited to hurricanes, tropical storms, hail, high winds, or flooding.
2. b) Damage caused by third parties, including but not limited to roofing contractors, tree trimming services, or pest control companies.
3. c) Clogging, overflow, or backup resulting from lack of regular maintenance or accumulation of debris such as leaves, pine needles, nests, or foreign objects.
4. d) Structural modifications, repairs, or alterations made to the building or gutter system by any person other than Contractor.
5. e) Improper use, negligence, or abuse by the Owner or occupants of the property.

### **4. Claims and Limitations**

To make a warranty claim, the Owner must notify Contractor in writing within thirty (30) days of discovering the issue. Contractor reserves the right to inspect the gutter system before performing any warranty-related repairs. This warranty is limited to repair or reinstallation of the affected portion(s) of the gutter system and does not include consequential or incidental damages.

### **5. Non-Transferability**

This warranty is valid only for the original Owner and is non-transferable upon sale or transfer of the property.

# PERFORMANCE METALS®

## REGISTERED 20-YEAR LIMITED WARRANTY

### GUTTER COIL (“THE PRODUCTS”)



Ply Gem manufactures the Products in accordance with high standards and tight quality controls, and the Products will not rust, burn or support combustion, or split or crack due to cold weather because they are made of aluminum. It is important for you to know that Ply Gem supports its Products and that, as a consumer-purchaser, Ply Gem will respond to notice from you regarding any product concerns according to the terms set forth below.

#### WHAT DOES THIS WARRANTY COVER?

Ply Gem warrants to you, the owner of the property at the time the Products were originally installed, that upon notice from you as required herein, Ply Gem will provide replacement product or refund (as provided below) to correct any condition where the finish on the Products chip, peel, flake or blister if such condition is directly caused by a manufacturing defect in the Products as determined by Ply Gem and has resulted in a significant impairment in usage, provided the Products are installed according to the specifications of Ply Gem.

This Warranty is limited to the terms and conditions, exclusions and limitations, requirement and legal rights set forth in this Warranty.

#### HOW LONG DOES THE COVERAGE LAST?

This Registered 20-Year Limited Warranty lasts for twenty (20) years on the property on which the Products were originally applied (“Property”) so long as you own the Property. This Registered 20-Year Limited Warranty may be transferred one time with the Property. However, upon the transfer, the Warranty period will be no more than 20 years from the date of original installation of the Products on the Property, prorated in accordance with the Warranty Coverage Schedule below. In the event of a transfer of this Warranty, this Warranty may not be further transferred.

#### WHAT WILL WE DO?

You must notify us in accordance with the notice requirements outlined below, and we must validate the complaint. Upon the notification and validation, we will undertake the following:

At our sole option, we will repair, replace or refund the original purchase and installation price (as prorated in accordance with the Warranty Coverage Schedule below, if applicable) of any of the Products we determine to be defective under the terms of this Warranty. We will have no responsibility for any costs associated with the labor required to remove, replace or install any Product.

Our obligations under this Warranty will in no event exceed the original purchase price of the Products found to be defective and the cost of the labor involved in the original installation of such defective Products. Any additional costs and expenses beyond these amounts are your responsibility.

In the event of repair, replacement or refinishing under this Warranty, the Warranty applicable to the replacement material or to the repaired or refinished Products will extend only for the time remaining under the original Warranty.

#### WHAT DOESN'T THIS WARRANTY COVER?

Any obligation of Ply Gem hereunder is contingent upon proper installation per manufacturer's instructions and good building practices, normal product use, maintenance and proper care, including annual cleaning. This Warranty does not cover:

- any condition not directly caused by a defect in a Product as manufactured.
- any installation or defects or damage of any kind attributable to or resulting from installation, including faulty or improper installation.
- weathering or changes in surface color resulting from chalking, fading, discoloring, soiling or staining. Exposure to sunlight, the elements, weather and atmospheric conditions may cause these changes over time, and the degree to which weathering occurs will vary depending on air quality, the building's location and other local conditions over which we have no control.
- normal wear or conditions caused by:
  - accidental damage;
  - settlement;
  - structural shrinkage or distortion of the property structure;
  - fire;
  - lightning, hurricane, tornado, windstorm, earthquake, or other acts of God;
  - corrosive or abrasive products or harmful chemicals (including harmful cleaning compounds and pesticides);
  - fumes or vapors;
  - air pollution;
  - neglect;
  - mishandling;
  - improper care;
  - improper or harmful cleaning;
  - misuse or abuse;
  - vandalism;
  - airborne stains, mold and mildew accumulation;
- your failure (or the failure of subsequent property owners) to provide reasonable and necessary maintenance of the Products (see “Care and Maintenance Instructions”);
- impact of foreign objects; and
- heat or solar radiation at altitudes above 5,000 feet ASL or in extreme desert climates with prolonged elevated daily ambient temperatures and solar exposure.
- warping or distortion due to exposure to heat sources (e.g., fire, barbecue grills, etc.) or exposure to unusual or reflective heat sources (e.g., glass reflection, roofing materials, pools, decks, blacktop, or concrete materials).
- Products that have been altered, modified or subjected to unauthorized repair.
- Products that have been painted or whose surface has been altered in any way without written authorization from Ply Gem.
- any other causes beyond our reasonable control;
- corrosion caused by contact with dissimilar materials; or sea coast environment
- gutters greater than 50' in length.

#### OTHER LIMITATIONS

1. This Warranty covers only genuine Mastic Gutter Coil and Related Accessories. It is your responsibility to verify that the Gutter Coil and Related Accessories installed are our Products. It is a good idea to retain your proof of purchase in case it is needed if you submit a warranty claim.
2. Due to normal weathering, replacement Products may differ in gloss and color from Products originally installed on the Property.
3. We reserve the right to discontinue or change any of our products, including design and color changes, at any time and without notice or liability. If, for any reason, Products of the type originally installed are no longer available from us at the time you make a warranty claim, we may substitute another product determined by us to be of comparable quality and/or price and shall not be liable as a result of any difference.
4. There are no warranties on these Products other than as set forth in this Warranty, and no dealer, contractor, applicator, distributor or other is authorized to change or add to this Warranty. We are not liable to you for a breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors of the Products. You agree that no action or inaction of Ply Gem shall constitute a waiver.
5. THIS IS THE SOLE WARRANTY FOR THE PRODUCTS, AND ALL OTHER WARRANTIES, INCLUDING OF MERCHANTABILITY AND FITNESS FOR PURPOSE, ARE DISCLAIMED AND EXCLUDED. THIS IS YOUR EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REMEDIES OR CLAIMS, IRRESPECTIVE OF SOURCE AND PLY GEM'S NEGLIGENCE. WE EXCLUDE AND ARE NO EVENT SHALL WE BE RESPONSIBLE FOR ANY LOSS OF USE, LOST PROFIT, DIMINUTION IN VALUE, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND. UNDER NO CIRCUMSTANCE SHALL WE BE LIABLE FOR AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE AFFECTED PRODUCT. COURSE OF DEALINGS, CUSTOM AND USAGE, STATEMENTS, LABELS, ADVERTISING AND PRODUCT REPRESENTATIONS OF ANY KIND SHALL NOT EXPAND THE SCOPE OF THIS WARRANTY.
6. Where these limitations are prohibited or otherwise altered by mandatory legal provisions, the warranty shall remain effective to the full extent of the law. This Warranty gives you specific legal rights. You may also have other rights which vary from state to state. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
7. Ply Gem Products are often designed and tested in accordance with required standard procedures established by industry associations. These measure performance of sample products in a laboratory-type setting. To pursue consistency, Ply Gem manufactures its products for sale utilizing the same methods and materials as in fabrication of a product for testing. All product components and manufacturing processes, however, involve an inherent range of tolerance. These and other factors can result in some variance among individual product performance.

#### HOW DO YOU REGISTER YOUR WARRANTY?

For all Mastic materials used on this installation project, one Application for Warranty Registration must be completed at [mastic.com](http://mastic.com) or mailed within 30 days after original installation has been completed. Please mail it to Mastic, Warranty Registration Department, P.O. Box 110100, Pittsburgh, PA 15232. Failure to register the Warranty will not void the Warranty, but registration of this Warranty confirms the date of purchase of our Products and assists Ply Gem in processing any Warranty claim you might have. This confirmation is of benefit to you, especially if your original proof of purchase is lost. It is a good idea to retain your proof of purchase in case it is needed if you submit a warranty claim.

#### HOW DO YOU TRANSFER YOUR WARRANTY?

You and subsequent Property owners may transfer this Warranty by providing written notice to us within 30 days after the date of transfer of ownership. The notice should include the warranty registration number (if available), the address of the Property, the name and mailing address (if different) of the new owners and the date of transfer. The notice should be sent to Mastic, Warranty Transfer Department, P.O. Box 110100, Pittsburgh, PA 15232. Failure to notify Ply Gem will not void the Warranty, but the notice will assist Mastic in processing any warranty claim.

Warranty coverage upon transfer is as described in detail above. Upon any transfer of the property, your obligations become the obligations of the new Property owners.

#### HOW DO YOU SUBMIT A WARRANTY CLAIM?

You must submit your claim in writing to us within the warranty period and within thirty (30) days of product failure.

To initiate a claim, you should contact our warranty services number at 1-800-962-3563 to receive a warranty claims packet.

If you would like to submit a claim request in writing, please provide the following information: a description of the claimed Product failure and the date the failure was discovered; the warranty registration number (if available); the date of original installation; proof of status as property owner; proof of purchase; date and place of purchase; and your name, address and phone number. Written claims should be sent to Mastic, Warranty Claims Department, 303 W. Major Street, Kearney, MO 64060 or fax your information to 816-426-8210.

Ply Gem will provide notification of any additional information and physical evidence that may be required to process your claim. When a sample is required, it must be sent at the homeowner's expense. In the event the homeowner wants the sample returned, there will be a \$25 handling fee.

Mastic shall have no obligation whatsoever without proper notice and an opportunity to respond. Upon proper notice, Ply Gem shall be afforded the opportunity to inspect or take other action necessary to formulate a response.

# PERFORMANCE METALS<sup>®</sup>

## REGISTERED 20-YEAR LIMITED WARRANTY

### GUTTER COIL (“THE PRODUCTS”)

ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM PLY GEM WILL VOID THIS WARRANTY.

#### WARRANTY COVERAGE SCHEDULE

NUMBER OF YEARS FROM DATE OF ORIGINAL INSTALLATION TO DATE OF CLAIM	PERCENTAGE OF PURCHASE PRICE OF ORIGINALLY INSTALLED PRODUCTS FOUND TO BE DEFECTIVE UNDER THE TERMS OF THIS WARRANTY FOR WHICH PLY GEM WILL BE RESPONSIBLE
DURING THE ORIGINAL PURCHASER'S OWNERSHIP OF THE PROPERTY:	100%
SUBSEQUENT OWNERS AND OTHERS COVERED BY A 20-YEAR PRORATED WARRANTY:	
0-4	100%
MORE THAN 4 BUT LESS THAN 6	70%
MORE THAN 6 BUT LESS THAN 8	50%
MORE THAN 8 BUT LESS THAN 10	40%
MORE THAN 10 BUT LESS THAN 12	30%
MORE THAN 12 BUT LESS THAN 14	20%
MORE THAN 14 BUT LESS THAN 20	10%

Total claim cost of refund not to exceed original purchase and installation price.

#### FACTS ABOUT THE INSTALLATION OF MASTIC GUTTER COIL AND RELATED ACCESSORIES

We designed and manufactured Mastic Gutter Coil and Related Accessories to perform best when installed by qualified applicators. While Ply Gem does not assume responsibility for installation of its products, it does keep installers informed on new techniques and provides detailed installation instructions on all of its products. We frequently update our installation manuals with new and improved methods of application.

You should discuss any product adjustments with the dealer or applicator who did the work. These adjustments can best be made by the original dealer or applicator, since he or she is most familiar with your particular installation.

**NOTE:** Direct contact of aluminum products with certain dissimilar materials, or contact with water run-off from dissimilar materials, is likely to result in corrosion. Accordingly, care should be taken during installation to avoid contact of aluminum with dissimilar materials including: dissimilar metals (e.g. copper, zinc, steel, etc.), concrete, stucco, asbestos siding, pressure treated/pretreated lumber, roofing materials or roofing systems containing metallic granules or strips, or corrosive non-metallic materials.

\*For detailed coverage of warranty information on Leaf Relief products, reference the "Leaf Relief Warranty" available from your installing dealer.

To register your warranty go to [mastic.com/warranty](http://mastic.com/warranty) or fill out the card found in the back and mail to the address provided.