

CERTIFICATE OF LIMITED LIFETIME WARRANTY

Gutter Flow Systems, LLC (the “Company”) is completely confident in our one-of-a-kind system and its ability to keep gutters functional despite the reasonable buildup of debris on top of the Product.

The Product is, when installed by a professional Gutter Flow representative or Distributor, or properly installed by the End User, under normal residential use, when properly maintained, warranted by Company with respect to defects in material or workmanship of the Product for the life of the original End User.

Scope of Warranty

During the first ten (10) years of the warranty, Company will provide replacement Gutter Flow lengths at no charge to the End User to replace defective lengths. Any requested installation will be charged at normal rates.

During the balance of the warranty, Company will replace Gutter Flow lengths for fifty percent (50%) of the current retail price, as determined at the time the warranty claim is made. Any requested installation will be charged at normal rates.

Limitations and Disclosures

1. The warranty described above shall be in lieu of any other warranty, express or implied. Except as set out above, there are no other warranties and any statutory or implied warranties of merchantability or fitness for a particular purpose are excluded from this transaction and are hereby waived and shall not apply to this purchase.
2. The sole exclusive remedy against Company shall be for repair or replacement of the defective parts or lengths as provided above. No other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available. The sole purpose of the stipulated exclusive remedy provided for herein, shall be the repair and replacement of defective parts in the manner provided above. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Company is able and willing to repair and replace defective parts.
3. End User acknowledges that no oral statements purporting to be warranties, representations, or guarantees of any kind about any product of Company have been made to End User by Company, by the original End User (if different from current owner), or by its dealer which in any way expands, alters, or modifies the terms of the warranty as set out herein. Any such statements do not constitute warranties, shall not be relied on by the customer, and are not part of the sale contract.
4. There is no warranty for any defective part of a Gutter Flow Systems product which, in the judgment of Company, arises from misuse, mishandling, neglect (including failure to clear gutters of debris at least once every two years), lightening, flood, corrosive atmosphere, improper installation of the Product by End User, improper servicing of the Product, or unauthorized modification of the Product.