

## 10-Year, 90 MPH Wind Warranty – Seal-Tite LT Gutter System

**WARRANTY NO:** \_\_\_\_\_

**SYSTEM:** \_\_\_\_\_

**BUILDING OWNER:** \_\_\_\_\_

**JOB NAME:** \_\_\_\_\_

**LOCATION:** \_\_\_\_\_

**INSTALLING CONTRACTOR:** \_\_\_\_\_

**ORDER SHIP DATE:** \_\_\_\_\_

For a period of TEN (10) years commencing from the date of final acceptance indicated above, Metal-Era LLC ("Metal-Era") warrants to the building owner ("Owner") above that, subject to the terms, conditions and limitations stated herein, Metal-Era will replace or repair that portion of the gutter system that has failed due to a defect in Metal-Era supplied materials at the above building. Metal-Era's replacement or repair obligations over the life of this guarantee are limited to the owner's original cost of the System.

### TERMS, CONDITIONS, LIMITATIONS

- 1.) All Seal-Tite LT Gutter Systems, K-Style and Half Round are only included as warranted products.
- 2.) All accessories must be manufactured by Metal-Era for warranty to be valid.
- 3.) Owner shall provide Metal-Era with written notice within thirty (30) days of the discovery of any Metal-Era System failures.
- 4.) This warranty shall not be applicable if, in the sole judgment of Metal-Era, any of the following shall occur:
  - (a) The Metal-Era System is damaged by wind in excess of ninety (90) miles per hour or from flying debris, airborne objects, or natural disasters, including but not limited to tornadoes, earthquakes, lightning or fire.
  - (b) The failure is due to separation of the wood nailer substrate (or other approved attachment member) from the building.

(c) The Metal-Era System is damaged by acts of negligence, accidents, misuse or abuse, including, but not limited to vandalism, civil disobedience or acts of war.

(d) Metal work or other material not furnished by Metal-Era is used in the Metal-Era System.

(e) Installing contractor fails to install the Metal-Era System in strict accordance with Metal-Era's specifications and printed installation instructions.

5.) This warranty supersedes and is in lieu of any and all other expressed warranties that are in conflict with the terms and conditions stated herein.

YOU AGREE METAL-ERA ASSUMES NO LIABILITY FOR CONSEQUENTIAL DAMAGES OF ANY KIND WHICH RESULT FROM THE USE OR MISUSE OF THE SYSTEM. THIS IS THE ENTIRE WARRANTY AGREEMENT AND THERE ARE NO OTHER GUARANTEES OR WARRANTIES EXPRESSED OR IMPLIED.

By: \_\_\_\_\_

Date: \_\_\_\_\_