

# Warranty

ALU-REX INC. manufactures the Clip N Guard™ (the "Product") in accordance with high standards and tight quality controls. The Product will not rust, nor crack, nor chip due to cold or warm weather because it is made of aluminum.

## WHAT DOES THIS WARRANTY COVER?

**Manufacture** - subject to the following reservations, ALU-REX INC. warrants the Clip N Guard™ for 25 years, subject to reduction as per the warranty coverage schedule provided herein, to you the owner of the property at the time the Product was purchased, that the Product is free from defects in material and workmanship in the course of manufacture, and that the finish on the Product will not rust, crack or chip under conditions of ordinary wear, if installed according to our specifications. This warranty is limited to the terms and conditions, exclusions and limitations, subject to reduction as per the warranty coverage schedule provided herein, stated in this warranty.

**Performance** - subject to the following reservations, ALU-REX INC. warrants the Clip N Guard™ for 25 years, subject to reduction as per the warranty coverage schedule provided herein, to you the owner of the property at the time the Product was purchased that, when installed in the manner specified by ALU-REX INC., including the installation of downspout openings of 9 square inches or more, if the property is located in a coniferous tree zone. The Product, under ordinary conditions, will keep gutters from becoming clogged and overflowing as a result of the interior of the gutter or downspouts filling with debris such as leaves, twigs, needles, or seeds. Moreover, any opening exceeding the thickness of a perforation (1/8"), overlapping, corner or any other place, must be sealed with a screw, caulking or other, at all time. This warranty is limited to the terms and conditions, exclusions and limitations stated in this warranty.

## IS THIS WARRANTY TRANSFERABLE?

This limited warranty, subject to reduction as per the warranty coverage schedule provided herein, only on the property on which the Product was originally installed and as long as you own the property. This limited warranty may be transferred only one time with the property. However, upon the transfer, the warranty period will be no more than on the original warranty, subject to reduction as per the warranty coverage schedule provided herein.

## WHAT ACTIONS WILL BE TAKEN BY ALU-REX INC.?

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: if there is a defect in the manufacture of the Product, at our sole option, and only for the portion of liability remaining as per the warranty coverage schedule provided herein, we will either repair or replace or refund the purchase price of the originally installed Product found to be defective. In the event we choose to replace the Product, under the same limitation, as per the warranty coverage schedule provided herein (after 5 years, you must pay the part of the cost of the new product equal to the amortized portion of the warranty), we will only be responsible for providing materials, and will not be responsible for the cost of labor to install the new Product. In the event the Product fails to perform as stated, ALU-REX INC. will cover the reasonable cost of labor to clear any obstructions in the gutter or downspout caused by the failure of the Product to perform as warranted as per the warranty coverage schedule provided herein (after 5 years, you must pay the part of the cost of the work equal to the amortized portion of the warranty), and under the same limitation repair or replace the Product if required. We will not be responsible for any cost or expense to clear any blockage or obstruction which is determined to be the result of unusual conditions. In all circumstances, our obligations under this warranty will in no event exceed the purchase price of the originally installed Product found to be defective. In addition to the portion to be paid by the customer as per the warranty coverage schedule, any additional costs and expenses beyond the purchase price is your responsibility. In the event of repair or replacement under this warranty, the warranty applicable to the replacement material or to the repaired Product will extend only for the time remaining under the original warranty.

## WHAT DOES THIS WARRANTY NOT COVER?

- damage of any kind resulting from faulty or improper installation;
- changes in surface color resulting from chalking, fading, soiling or staining. Exposure to the elements may cause these changes over time; 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;
- accidental damage;
- damage resulting from excessive accumulation of snow or ice;
- damage resulting from the acceleration of snow or ice due to acute pitched roofs or to the roof material (metal sheet)
- structural shrinkage or distortion of the property structure;
- fire or other cause of building destruction;
- lightning, hurricane, tornado, windstorm, earthquake, hail or other acts of God;
- harmful chemicals (including harmful cleaning compounds and pesticides);
- surface deterioration due to air pollution;
- misuse, abuse or vandalism;
- airborne stains, mould and mildew accumulation;
- any cost or expense incurred to clear any blockage or obstruction which is determined to be due

to unusual conditions;

- impact of foreign objects;
- black streaks (tiger-stripes) on the front of the eavestrough/gutter;
- warping or distortion due to exposure to excessive heat sources (e.g., barbecue grills) or exposure to unusual or excessive reflective heat sources (e.g., skylight or window reflection, roofing materials, pools, decks, blacktop or concrete materials.);
- products that have been painted or whose surface has been altered in any way without written authorization from ALU-REX INC.; or
- any other causes beyond our reasonable control.

## OTHER LIMITATIONS

1. This warranty covers genuine Clip N Guard™ manufactured by Alu-Rex Inc. It is your responsibility to verify that the Product installed is Clip N Guard™.
2. Due to normal weathering, replacement Product may differ in gloss and color from the Product originally installed on the property.
3. We reserve the right to discontinue or change any design or color of any of our Products at any time and without notice or liability. If, for any reason, the Product of the type originally installed is 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 price.
4. There are no warranties on this Product other than as set forth in this warranty. We are not liable to you for a breach of any other written or oral warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors of the Product.
5. The Clip N Guard™ is among the most efficient gutter protection systems available for residential applications. In most cases, normal debris is lifted away with only a gentle breeze. In sheltered roof areas or overhangs on shallow pitched roofs, debris may collect where air cannot lift away debris. You must occasionally clear these areas to keep ALU-REX INC. products working properly.
6. Direct contact of aluminum products with certain dissimilar materials, or contact with water runoff, 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), concrete, stucco, asbestos siding, pressure treated/pre-treated lumber, roofing materials or roofing systems containing metallic granules or strips.

ANY REPAIR OF THE PRODUCT UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM ALU-REX INC. WILL VOID THIS WARRANTY.

## WARRANTY COVERAGE SCHEDULE

Number of Years from Date of Original purchase to Date of Claim	% of purchase price of originally purchased Products or % of cost of cleaning the Product, as the case may be, that ALU-REX INC. is responsible for
0-5 .....	100%
more than 5 but less than 6 .....	50%
more than 6 but less than 7 .....	40%
more than 7 but less than 8 .....	30%
more than 8 but less than 9 .....	20%
more than 9 .....	10%

## HOW DO YOU SUBMIT A WARRANTY CLAIM?

You must submit your claim in writing to us within the warranty period and within a reasonable period of time after the defect is discovered. Please provide the following information: a picture and a description of the claimed defect and the date the defect was discovered; the date of original purchase; a copy of the invoice and your name, address and phone number. Claims should be sent to Alu-Rex Inc., 2180 de la Rotonde, Charny (Québec) G6X 2L8, faxed to 1-888-909-2248 or e-mailed at [contact@alu-rex.com](mailto:contact@alu-rex.com). ALU-REX INC. will provide notification of any additional information and physical evidence that may be required to process your claim.

