

TOP GUARD

800-915-5888
4111 Founders Blvd.
Batavia, OH 45103
www.guttertopper.com

MATERIAL HOMEOWNER GUARANTEE

Gutter Covers International, LLC warrants to the initial retail purchaser and subsequent owners of Top Guard that for a period of 20 years from the date of installation Top Guard will not peel, chip, crack or blister. This material warranty applies under normal exposure to sunlight, temperature and other natural elements, proper installation and normal use and maintenance subject to the limitations, exceptions, disclaimers and other terms and conditions contained in these warranties.

WARRANTY

When properly installed, Top Guard is designed to keep gutters free-flowing and handle all water runoff on roof pitches up to 15/12. Gutter Covers International, LLC provides a twenty (20) year transferable paint finish warranty. With proper care, Top Guard will likely exceed the life of this warranty. This warranty is subject to limitations, exclusions, and conditions. Warranties regarding the performance or installation are provided by the installing dealer.

CONDITIONS

For any warranty to apply, it is required that your gutters first be thoroughly cleaned. Gutters must also be properly sloped, downspouts and underground drains must be cleared of any debris or obstructions and any downspout screens must be removed. Top Guard, which has been improperly installed, altered, abused, neglected, subject to accident, improperly serviced or improperly maintained, are specifically excluded from the coverage of this warranty. All warranties will be null and void if Top Guard is not sold and/or properly installed by a trained Authorized Retailer.

EXCLUSIONS TO WARRANTIES

These Warranties are granted to the initial retail purchaser and transferable with proof of transfer only, and cover only the manufacturing defects as specified herein. Warranties cover manufacturing defects only. They do not cover any other damage or material failure including, but not limited to, normal fading, damage caused by conditions beyond the control of the manufacturer; such as improper installation, settling of the building, failure of the structures (including foundations and walls), use of incompatible equipment, chemical pollutants, salt, fire, flood, ice dams, lightning, windblown objects, earthquakes, hurricanes, atmospheric conditions or other catastrophic weather as defined by the U.S. Weather Bureau, other acts of God, intentional acts, unreasonable uses or failure to provide reasonable maintenance. Gutter Covers International, LLC does not warrant and will not be responsible for any costs, defects or damages with respect to the removal or re-installation of Top Guard products or components.

Although Top Guard requires virtually no maintenance, to promote optimum performance, it may be necessary to spray off the front, or nose, of the product a few times each year with an ordinary garden or pressure hose. This will help prevent silt type buildup. In certain geographic locations where cottonwood trees, hardwood tassels, excessive tree sap and/or resins from trees are prevalent, it may be necessary to spray off the product more frequently.

Painting the "specially coated" Top Guard product will void this warranty. Adjustment to or tampering with the custom engineered Top Guard system by unauthorized contractors (painters, roofers, etc.), or misalignment, dents or deflections caused by ladders placed against or on top of the gutters or Top Guard will void these warranties.

REMEDY AND RIGHTS

If Top Guard fails to meet these warranties, Gutter Covers International, LLC will – at its option – repair; replace; replace with another product; modify the existing product or refund the full purchase price of the failing part, minus the cost of installation. Proof of purchase in the form of the original sales invoice, separately showing the cost of the product and installation is required. Any photos of the failing part may also be accepted, but are not required and do not operate as a substitute for the original sales invoice. No employee, representative or agent of Gutter Covers International, nor any other person, has authority to assume or incur on behalf of Gutter Covers International, LLC any obligation, liability or responsibility in place of, or in addition to these warranties. Gutter Covers International, LLC makes no warranties except those stated in the express warranties listed in this warranty statement and expressly disclaims all other warranties, express or implied, including without limitation implied warranties of merchantability and fitness for a particular purpose except to the extent expressly set forth in these warranties.

In no event shall the duration of any material warranty be longer than 20 years from the date of initial purchase. Some states do not permit any limitation on the length of an implied material warranty, and incidental or consequential damage, and therefore, some or the entire preceding sentence may not apply. In no event shall Gutter Covers International, LLC be obligated or liable for consequential, incidental, special, indirect or punitive damages, and therefore, some or all of the preceding sentence may not apply. These warranties provide specific legal rights, and other rights, which vary from state to state.

PROOF OF PURCHASE

A copy of the original sales invoice from a trained Authorized Retailer is required to validate these warranties.

REGISTRATION OF WARRANTIES

For these warranties to be put into effect, you must register your purchase at www.guttertopper.com/warranty or call 1-800-915-5888 not later than 30 days after the completed installation of Top Guard.

WARRANTY SERVICE

Claims for failure or defects under these warranties must be sent to the original Authorized Retailer; who performed the original installation, for service and resolution. Service calls for non-warranty repair or adjustment may result in a service charge. All other inquiries may be sent to Gutter Covers International, LLC, 4111 Founders Blvd., Batavia, Ohio 45103. Attention: Customer Service Department.

WARRANTY TRANSFER

To transfer these warranties, simply send a copy of the Title of Transfer of the property shown on the Registration Certificate within 30 days of the transfer; along with a check or money order in the amount of \$49.00 U.S., made payable to Gutter Covers International, to Gutter Covers International, 4111 Founders Blvd., Batavia, OH 45103. Warranty claims must still be sent to the original Authorized Retailer; who performed the original installation.

THANK YOU FOR PURCHASING TOP GUARD®

 **GUTTER COVERS
INTERNATIONAL®**