

# LYF-TYM Building Products Co., Inc.

## Manufactured Gutter Products

### *20 Year Limited Transferable Prorated Warranty*

LYF-TYM Building Products Co., Inc. (hereinafter "LYF-TYM") has been in the Rain Carrying business since 1966. LYF-TYM is proud of its rain carrying Manufactured Gutter Products and extends to you as an owner of its Manufactured Gutter Products the warranty set forth below.

#### Limited Warranty Coverage

Subject to the exclusions and limitations set forth in this Warranty, LYF-TYM warrants that its Manufactured Gutter Products if installed correctly are free from defects in material and workmanship in the course of manufacture and that the finish on the Manufactured Gutter Products will not chip, peel, flake or blister under conditions of ordinary wear.

If such defects arise during the term of this warranty ("Warranty Period"), LYF-TYM, upon notification and validation of the complaint, will solely at its option, either repair, replace or refinish (excluding all installation and other associated materials and costs) the Manufactured Gutter Products found to be defective, or refund the purchase price of the originally installed Manufactured Gutter Products found to be defective (excluding all installation and other associated materials and costs); provided, however, that if the complaint is filed and validated during the first (3) years of the Warranty period, LYF-TYM will undertake such repair, replacement or refinishing of the Manufactured Gutter Products found to be defective, providing both materials and labor at its sole cost and expense. Moreover, in the event LYF-TYM elects to refund the purchase price of the originally installed Manufactured Gutter Products found to be defective and such refund is made in satisfaction of a complaint filed and validated during the first (3) years of the Warranty period, such refund shall include both materials and associated labor. LYF-TYM's obligations under this Warranty shall in no event exceed the purchase price of the originally installed Manufactured Gutter Products found to be defective, excluding all installation and other associated materials and costs, unless such Warranty liability is premised upon a complaint filed and validated during the first (3) years of the Warranty period, in which case LYF-TYM's obligations shall include the cost of both materials and associated labor. Any cost and expense beyond LYF-TYM's liability hereunder shall be the responsibility of the owner(s) of the property.

Notwithstanding the foregoing, LYF-TYM's liability hereunder for Manufactured Gutter Products found to be defective shall be prorated based on the following schedule:

Number of Years from the Original Installation Date of the Manufactured Gutter Products to Date of Discovery of Defect	Percentage of Purchase Price of Originally Installed Manufactured Gutter Products Found to be Defective for Which LYF-TYM will be Responsible**
0-3*	100%
3-4	90%
4-5	85%
5-6	80%
6-7	75%
7-8	70%
8-9	65%
9-10	60%
10-11	55%
11-12	50%
12-13	45%
13-14	40%
14-15	35%
15-16	30%
16-17	25%
17-18	20%
18-19	15%
19-20	10%

\* LYF-TYM's liability for the first three years includes both materials and associated labor.

\*\* LYF-TYM shall at its option, bear the specified percentage of costs for repair, replacement or refinishing of the Manufactured Gutter Products found to be defective (excluding materials and associated labor, except for the first three years) or refund the specified percentage of the purchase price of the originally installed Manufactured Gutter Products found to be defective.

In the event of repair, replacement or refinishing pursuant to this Warranty, the Warranty applicable to the replacement material or to the repaired or refinished

Manufactured Gutter Products will extend only for the time remaining under the original Warranty. Due to normal weathering, Manufactured Gutter Products repaired, replaced or refinished during the warranty period may differ in gloss and color from Manufactured Gutter Products that were originally installed, if any of such Manufactured Gutter Products remain on the property.

#### Coverage Exclusions and Limitations

- (1) The above finish warranty shall apply where normal cleaning procedures are followed in maintaining and cleaning the coated aluminum. In this regard, see the reverse side of this warranty.
- (2) The Manufactured Gutter Products and finish warranty does not cover failure, damage or deterioration arising from, but not limited to faulty fabrication or installation, fire, flood, lighting, ice or windstorm, or other acts of God, failure of the structure itself, to include walls and foundation, willful abuse, misuse, vandalism, mildew accumulation, harmful chemicals (including harmful cleaning compounds) or other causes beyond the control of LYF-TYM.
- (3) LYF-TYM cannot and shall not be 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 Manufactured Gutter Products. LYF-TYM MAKES NO EXPRESS WARRANTIES, EXCEPT AS SET FORTH HEREIN AND SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO THE LYF-TYM MANUFACTURED GUTTER PRODUCTS COVERED BY THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.
- (4) LYF-TYM reserves the right to discontinue and / or make changes in any of its products and to substitute a product that in its sole discretion is of equal quality or price.
- (5) **This warranty covers only LYF-TYM Manufactured Gutter Products.** LYF-TYM is not responsible or liable for any or all other materials used in conjunction with or in addition to LYF-TYM Manufactured Gutter Products.
- (6) This warranty does not cover damage due to Normal Weathering.

"NORMAL WEATHERING" IS DEFINED AS THE DAMAGING EFFECTS OF SUNLIGHT AND EXTREMES OF WEATHER AND ATMOSPHERE THAT MAY CAUSE ANY COLORED SURFACE TO CHALK, FADE, OR BECOME SOILED OR STAINED. THE DEGREE TO WHICH NORMAL WEATHERING OCCURS DEPENDS ON AIR QUALITY, THE BUILDING'S LOCATION AND OTHER LOCAL CONDITIONS OVER WHICH LYF-TYM HAS NO CONTROL. THIS WARRANTY SHALL NOT APPLY TO MANUFACTURED PRODUCTS WHICH HAVE BEEN PAINTED OR WHOSE SURFACE HAS BEEN ALTERED IN ANY WAY.

#### Warranty Transfer

This warranty is freely transferable for its entire period. In the event of transfer, LYF-TYM's liability shall be limited, as specified above, to the term of the warranty period remaining. This Warranty is transferable by the Original Property Owner(s) to a subsequent owner(s) of the property one time as a 20-year prorated Warranty from the date of original installation. In the event of transfer of this Warranty, this Warranty may not be further transferred. Upon any transfer of the property, the obligations of the Original Property Owner(s) shall then become the obligations of the new owner(s).

#### Claims Procedure

Any warranty claim filed under the terms of this warranty must be presented in writing within a reasonable period of time after the defect is discovered to, LYF-TYM Building Products Co., Inc. Attn: Customer Service, P.O.Box 5583 Charlotte, NC 28299-5583. The claim should describe the claimed defect and the date the defect was discovered along with a copy of the warranty, your name and address as it appears hereon, the contractor's name and address along with the job location, date of original installation and completed VALIDATION CARD (portions of information requested will be on the completed Validation Card) as well as a copy of the contract for this installation. LYF-TYM will provide notification of the specific information and physical evidence required to process your claim. ANY REPAIR OF THE MANUFACTURED GUTTER PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM LYF-TYM MAY VOID THIS WARRANTY.