



• **Guaranteed Nose Forward Installation Warranty**

Quality Edge, Inc. ("Quality Edge") warrants only to the original consumer purchaser of the TruGuard® product that the TruGuard product will be installed with the front nose of the panel being placed forward over the front lip of the gutter. This Installation Warranty covers properly hung standard 5" or 6," "K-style," or "Ogee" style seamless rain gutters only. The installing dealer is responsible for proper bracket installation. Gutters must be pitched according to a code on a vertical fascia board or made to hang at a 90 degree vertical angle. The roofing material or decking must not interfere with the bracket installation.

• **Finish Warranty**

Quality Edge warrants only to the original consumer purchaser of the TruGuard product that for thirty-five (35) years from the date of installation the TruGuard product will not crack, check, or peel (lose adhesion). For thirty (30) years from the date of installation, the finish will not chalk in excess of ASTM D-4214-98 method A (D659) number eight (8) rating. For thirty (30) years from the date of installation, the finish will not change color more than (5.0) Hunter Delta units as determined by ASTM method D-2244-02. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and corresponding values measured on the original or unexposed surface. It is understood that fading or color changes may not be uniform, if the surfaces are not equally exposed to the sun and elements.

• **Lifetime Material Warranty**

Quality Edge warrants to the original consumer purchaser that the TruGuard product will be free of defects due to faulty material or workmanship for the lifetime of the product's use by the original consumer purchaser only, assuming normal use and maintenance, normal exposure to sunlight, temperature and other natural elements, and subject to the terms and conditions stated herein.

• **Performance Warranty**

Quality Edge warrants to the original consumer purchaser of the TruGuard product that the product will keep gutters freeflowing. Freeflowing is defined as the movement, including the flowing, rinsing or circulating, of rainwater. TruGuard products are engineered to transfer all but inconsequential droplets of run-off water into the gutter when properly installed and maintained. It is the responsibility of the installing dealer to ensure that the TruGuard system has been properly installed, is performing as designed, and has been properly attached to your home without damaging the integrity of the structure. TruGuard products may be installed over or under shingles according to factory specifications.

• **Warranty Service**

Any claim under these Warranties must be made in writing by registered or certified mail within the Warranty period and within thirty (30) days following discovery of the claimed defect. The written claim must describe the claimed defect and provide the date of installation and proof of purchase. Any claim under the Installation Warranty, Finish Warranty, or Performance Warranty must be submitted to the installing dealer for service and resolution. Any claim under the Material Warranty must be submitted to Quality Edge, 2712 Walkent Drive, Walker, Michigan 49544. Failure to provide this notice as required shall constitute an absolute waiver and release of all claims the purchaser may have, and Quality Edge shall have no liability, under these Warranties or otherwise, for that claimed defect. As a condition to any claim under these Warranties, Quality Edge and its agents must be provided access to the TruGuard products for inspection, testing, repair and/or replacement. Reasonable time should be allowed for inspection purposes. Quality Edge reserves all rights to designate persons to perform inspections or other services under the Warranties. If Quality Edge determines in its sole discretion that a claim is valid, Quality Edge will, only and at its option, repair or replace the failing part or material or make a pro rata refund of the initial purchase price for the defective portion of the TruGuard product. If Quality Edge, in its sole discretion, determines to replace any defective portion of the TruGuard product, and if the TruGuard product as originally installed is no longer available, Quality Edge shall have the right to substitute TruGuard product designated by it to be of equal quality. A color variance may occur between any new replacement product in comparison to the originally installed product due to weathering exposure and is not indicative of a defective product. If, at Quality Edge's sole option, a purchase price refund is conveyed to the original consumer purchaser, all Warranties are terminated, and repair, replacement, or removal of the TruGuard product shall become the sole responsibility of the original consumer purchaser. Any refund shall be limited to the original purchase price of the

TruGuard product. The original consumer purchaser has no rights under the Warranties until Quality Edge and installing dealer receive full payment for the TruGuard products and all installation services, which may affect warranty service and/or payment in lieu of service. Service calls for non-warranty repair or adjustment may result in a service charge.

#### • Exclusions to Warranties

All Warranties are subject to the exceptions, limitations, disclaimers, and other terms and conditions stated herein. These Warranties are granted to the original consumer purchaser only, cover only the manufacturing defects as specified herein, and terminate immediately upon the transfer of home ownership. These Warranties are not transferable or assignable. Quality Edge does not warrant, and will not be responsible for, any costs, defects, or damages with respect to the installation, removal, repair, or re-installation of any TruGuard products or components. This Warranty does not cover any other damage or failure, including without limitation that caused by occurrences beyond Quality Edge's control, such as settlement of the building, failure of the structure (including foundations and walls), use of incompatible accessories, faulty or improper installation, any re-installation of the products, normal weathering, chemical pollutants, normal fading, fire, flood, lightning, windblown objects, earthquake, hurricanes, ice dams, icicles and/or ice storms, salt spray, atmospheric conditions or weather of catastrophic nature as defined by the U.S. Weather Bureau, other acts of God, intentional acts, unreasonable use, or failure to provide prescribed or reasonable maintenance. The geographic location, the quality of the atmosphere, and other local factors over which Quality Edge has no control, may contribute to the severity of these conditions. In regions where hardwood tree tassels and/or pine resin are prevalent in excessive amounts, the top surface of the TruGuard system must be periodically cleansed to prevent debris build-up and to maintain performance excellence. As with all standard coating warranties, industry standards and best practices, products are not suggested for use within 1500 feet of salt water or salt-spray and are not warranted within these distances. Installing next to treated lumber, use with dissimilar metals, or painting the specially coated TruGuard product will void the Warranties. Infestation nests from insects including bees, wasps and hornets will void these Warranties. Adjustment or tampering with the custom engineered TruGuard system by unauthorized contractors (painters, roofers, etc.) or misalignment caused by ladders placed against gutters or TruGuard product will void these Warranties. It is a requirement that gutters and downspouts be thoroughly cleaned, gutters properly aligned and sloped, and all downspout screens removed at the time of installation of the TruGuard system. Installations must be performed in accordance with installation guidelines promulgated by Quality Edge from time to time.

#### • Maintenance Conditions to Warranties

It is a condition to the Warranties that the original consumer purchaser properly maintain the TruGuard products in accordance with standards promulgated by Quality Edge from time to time. At a minimum, the purchaser shall comply with the following maintenance obligations:

- Due to dirt or other substances that may build up around the horizontal overhang/edge of the system and under the nose, the original customer purchaser must perform annual spray cleanings with a garden or pressure hose to help maintain performance excellence. Additional periodic cleaning may be required in regions where excessive tree sap, hardwood tree tassels, and/or pine resin are prevalent.
- Alignment and spacing are critical for performance excellence. The purchaser shall not permit unauthorized contractors (painters, roofers, etc.) to adjust or tamper with the system, or allow ladders to come in contact with gutters or the TruGuard custom-engineered system.
- TruGuard is designed to be a closed system. Water flows into the gutter at the pre-set gap along the gutter front. While birds and animals are normally prevented from entering and obstructing water flow, if gaps, spacing, or misalignment allow birds or animals to enter the system, the purchaser must contact the installation dealer for service.
- TruGuard features a patented coating. Paint and waterproofing chemicals defeat the purpose of this coating, and performance is reduced. The purchaser must not do anything to interfere with this patented coating, including without limitation painting the TruGuard system.
- Though damages or failures caused by actions beyond Quality Edge's control are not covered by the Warranties (see above), corrections must be made immediately to restore or maintain peak performance. If accidental damage or misalignment does occur, the purchaser should arrange for immediate service from a TruGuard dealer.

- During manufacture and installation, natural oils may adhere to TruGuard and cause minor runoff on newly installed systems. This is normal and will dissipate after 30-60 days. TruGuard is also ice neutral, neither causing nor preventing ice dams. Performance should not be affected by the presence of icicles.

#### • **Limitations on Rights**

There are no other Warranties other than those stated herein. No employee, representative, or agent of Quality Edge, nor any other person, including any installer or dealer, has authority to modify or expand these Warranties, to waive any limitations, conditions, or exclusions of these Warranties, or to assume or incur on behalf of Quality Edge any obligation, liability, or responsibility in place of or in addition to these Warranties. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, REPLACEMENT, OR REFUND PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. QUALITY EDGE SHALL HAVE NO LIABILITY TO THE ORIGINAL CONSUMER PURCHASER OR ANYONE ELSE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS, LABOR COSTS, OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS IN TORT, STRICT LIABILITY, AND FAILURE OF ESSENTIAL PURPOSE ARE WAIVED, RELEASED, AND EXCLUDED, INCLUDING CLAIMS OF QUALITY EDGE'S NEGLIGENCE. QUALITY EDGE SHALL NOT BE LIABLE TO THE PURCHASER IN TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DEFECT IN THE DESIGN OR MANUFACTURE OF THE TRUGUARD PRODUCTS, OR FOR THE OMISSION OR ALLEGED INADEQUACY OF WARNINGS OR INSTRUCTIONS ACCOMPANYING THE PRODUCTS. UNDER NO CIRCUMSTANCES SHALL QUALITY EDGE'S LIABILITY FOR ANY DEFECT IN THE GOODS, WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, EXCEED THE PURCHASE PRICE OF THE TRUGUARD PRODUCTS. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. THESE PROVISIONS PROVIDE SPECIFIC LEGAL RIGHTS AND LIMITATIONS. SOME MAY NOT APPLY BASED ON STATE LAW, AND OTHER LEGAL RIGHTS MAY EXIST. **CUSTOMER ACKNOWLEDGES AND DECLARES THAT THESE LIMITATIONS AND WAIVERS HAVE BEEN BROUGHT TO CUSTOMER'S ATTENTION AND EXPLAINED, THAT CUSTOMER HAS READ AND UNDERSTANDS ALL TERMS AND AGREES TO BE SO BOUND, AND THAT CUSTOMER'S RECEIPT OF THESE WARRANTIES AND THE TRUGUARD PRODUCTS, AND ANY PAYMENT FOR THESE, SIGNIFIES THAT CUSTOMER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS, INCLUDING THE WAIVERS AND LIMITATIONS CONTAINED HEREIN.**

#### • **Period of Limitations**

No claim, suit, or other proceeding arising out of or related to the TruGuard products or these terms, including without limitation these Warranties, may be brought by the original consumer purchaser after one (1) year from the date it accrues. No discovery, estoppel, or other rule shall apply to extend this limitations period.

#### • **Applicable Law**

This TruGuard Warranty and the terms herein will be considered to have been made in the State of Michigan and will be governed by and interpreted according to Michigan law, without giving effect to conflict of law principles. Except as provided below, any action or claim arising out of or relating to Quality Edge products or this TruGuard Warranty must be brought only in a federal or state court in Grand Rapids, Michigan, having jurisdiction over the subject matter, and the purchaser and property owner(s) irrevocably consent that such court will have personal jurisdiction over them and waives any objection that the court is an inconvenient forum. In the event any suit is brought against Quality Edge in violation of these terms or for claims waived or released herein, the person agrees to pay Quality Edge's attorney and paralegal fees as well as costs to defend such suit.

#### • **Quality Edge's Rights**

Quality Edge has all rights and remedies given to sellers by applicable law, and its rights and remedies are cumulative and may be exercised from time to time. No waiver or novation by Quality Edge shall be effective unless in writing. Quality Edge shall not lose any right because it has not exercised that right in the past.

- **Miscellaneous**

If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term shall be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms shall be unaffected. The original consumer purchaser shall not assign any of its rights or delegate any of its obligations herein. These terms shall be binding on the original consumer purchaser and Quality Edge, as well as any representatives and successors.

- **Additional Consumer Rights**

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.