

# 50 Year Paint Warranty

## Prorated, Limited

**Senox** Corporation (hereafter referred to as **Senox**) warrants to the original purchaser of all **Senox** painted aluminum gutter products that said products will be free of painting defects when properly formed and installed. This warranty becomes effective from the date of the original installation of the products and is for a period of 50 years. Should, during the warranty period, the **Senox** painted aluminum gutter products be found to have painting defects, **Senox** will, upon notification and validation of the complaint by physical inspection, either repair, refinish, or replace, at its option, the defective products, subject to the following limitations and conditions.

All claims must be submitted in writing to **Senox** promptly after discovery of the claimed defect and during the warranty period. Claims should include the name, address and phone number of the purchaser, date of purchase, name of the contractor and proof of purchase. All claims should be mailed to: **Senox** Corporation, Attn.: warranty dept., 2306-B Howard Lane, Austin, TX 78728.

**Senox** will assume 100% of the cost of refinishing or replacement of the defective material only during the first year. **Senox's** liability shall decline by 25% per annum through the fourth year and 1/2% per annum thereafter through the fiftieth year. **Senox's** liability shall not decline to less than 1% of the cost of refinishing or replacement during the 50<sup>th</sup> year. The basis for computing the cost shall be retail prices at the time of refinishing or replacement. The owner's share of the refinishing or replacement cost, if any, will be computed by **Senox** utilizing the pro-rata terms and provisions of this warranty. An invoice for such amount will be prepared and sent to the owner, in duplicate. The owner, by signing one copy of the invoice and returning it to **Senox's** Warranty Division

along with a cashier's check for the amount shown thereon, will authorize **Senox** to proceed. **Senox's** obligation under this warranty shall at no time exceed the original purchase price of the products at the time of installation.

This warranty shall remain in effect only if the painted aluminum gutter products are cleaned on an annual basis in accordance with the instructions included with this certificate. The guarantee shall be null and void if harmful cleaning compounds are used resulting in damage to the finish that subsequently cause a defect.

This warranty covers only genuine **Senox** painted aluminum gutter products with defects to the original factory finish that are attributable to the painting process such as: cracking, peeling, or chipping. Defects not covered are those that result from normal weathering, product handling before or during installation, faulty installation, uses other than the designed function, any change or distortion of the original attaching structure, or any other thing beyond **Senox's** control such as:

accidental damage, fire, ice, hail, lightning, winds, tornadoes, hurricanes, earthquakes, acts of God, vandalism, war, chemicals in the air, water or ground, fungus, mildew, salt, lack of yearly cleaning or improper cleaning. This warranty is valid only if genuine painted aluminum gutter products supplied by **Senox** are used and shall be void if painted aluminum gutter products not supplied by **Senox** are used which cause defects to occur in the paint of the **Senox** painted aluminum gutter products.

**Senox** maintains the right to change or discontinue any of its products without notice. If the products covered by this warranty are no longer available at the time a claim is made, **Senox** retains the right to substitute a product of similar or greater quality or value.

**Senox** reserves the right to withdraw this warranty from the market at any time without notice. Any and all warranties in effect at the time of removal will not be

affected by the withdrawal and will remain in effect until their expiration.

**Senox** cannot and will not be liable for a breach of any written or oral express warranties such as those given you by a **Senox** dealer, franchise, or applicator of any **Senox** painted aluminum gutter products. **Senox** is liable for any guaranty or warranty for merchantability and fitness for any particular purpose for a period of only one year from the date of installation. **Senox** shall not be liable for injury to persons or damages to building contents, or for incidental, special or consequential damages for breach of any written or implied warranty on all painted aluminum gutter products and workmanship. Your exclusive remedy shall be repair, refinishing, or replacement solely at **Senox's** option and only on the terms stated in this certificate. Some states do not allow limitations on how long an implied warranty lasts or the exclusion of 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 also have other rights which vary from state to state.