

## **GUTTER SERVICE OF NEW ENGLAND, LLC**

### **10-Year Limited Product Warranty / 2-Year Labor/Installation Warranty**

#### **WHAT IS COVERED BY THE WARRANTY**

In addition to any warranty extended to the customer directly from the manufacturer of the product or materials used in the installation, GUTTER SERVICE OF NEW ENGLAND, LLC, will separately warrant that all of its work substantially conforms to the manufacturer's recommendations and follows industry standards and quality guidelines and that, upon notice from customer, it will correct any faults related to defective workmanship of the product at no additional cost to the customer. Should GUTTER SERVICE OF NEW ENGLAND, LLC fail to honor its warranty, for a period of 2 years for installation and ten (10) years for material defects from the date of substantial completion of the work, upon notice to GUTTER SERVICE OF NEW ENGLAND, LLC and only if the work is determined to have been performed in a manner inconsistent with industry standards. If the warranty work requires the replacement of a product that is no longer available, the customer agrees to accept a reasonable product match.

#### **WHAT IS NOT COVERED**

This Limited Warranty does not cover the following items:

- A. Any installation defect that was apparent or ascertainable at the time the work was completed but was not promptly reported;
- B. Damage related to subsequent alterations, misuse or abuse of the covered items by any person other than GUTTER SERVICE OF NEW ENGLAND, LLC; (Roofing Companies, Siding Companies, Window Companies and any Home Improvement Company Etc....
- C. Damage resulting from fires, storms, electrical malfunctions, accidents, floods, sub-grade moisture conditions, leaks or acts of God;
- D. Damage related to customer's failure to observe any instructions from GUTTER SERVICE OF NEW ENGLAND, LLC and/or requirements of the manufacturer with respect to the product, including without limitation failure to control humidity and temperature levels within the home;

#### **Remedies and Limitations**

- A. The customer understands that the customer must allow GUTTER SERVICE OF NEW ENGLAND, LLC to make all reasonable efforts to compel the manufacturer to honor its warranty. The preferred remedy is always for the repair or re-installation to be completed by the original installer GUTTER SERVICE OF NEW ENGLAND, LLC.
- B. With respect to any claim asserted by the customer against GUTTER SERVICE OF NEW ENGLAND, LLC, the customer understands that the customer will have no right to recover or request compensation for, and GUTTER SERVICE OF NEW ENGLAND, LLC shall not be liable for, any of the following items:

1. Incidental, consequential, secondary, or punitive damages;
2. Costs in excess of the total contract amount for the project; or
3. Attorney's fees or costs.

C. GUTTER SERVICE OF NEW ENGLAND, LLC makes no other warranty, express or implied, other than as set forth herein;

D. These limitations shall be enforceable to the extent permitted by law.

### **HOW TO OBTAIN SERVICE**

If a problem with the product or installation or both develops during the warranty period, the customer should contact GUTTER SERVICE OF NEW ENGLAND, LLC at 1-800-400-1660 or provide written notice to GUTTER SERVICE OF NEW ENGLAND, LLC at the following address: 507 Warwick Avenue Warwick RI 02888 or email [mike@gutterserviceofne.com](mailto:mike@gutterserviceofne.com) or [joe@gutterserviceofne.com](mailto:joe@gutterserviceofne.com)

The written notice should include the following information: the customer's name, address and telephone numbers and a description of the nature of the problem. GUTTER SERVICE OF NEW ENGLAND, LLC will investigate the claim promptly. Any warranty work will be done during normal working hours except where a delay will cause additional damage. The customer agrees to provide access to the house/property and to make available during the work a responsible adult with the authority to approve the warranty work and confirm satisfactory completion of the warranty work.

### **VOIDED WARRANTY:**

This Limited Warranty is voided under the following circumstances: The work is not included in the Project Description on the GUTTER SERVICE OF NEW ENGLAND, LLC Contract the customer has signed the GUTTER SERVICE OF NEW ENGLAND, LLC Contract but has not made final payment for the project; or payment for the work is made directly to an independent contractor, employee, or anyone not authorized by GUTTER SERVICE OF NEW ENGLAND, LLC.

### **COMPLETE AGREEMENT:**

Customer acknowledges that this Limited Warranty constitutes the entire agreement between the parties and that NO representation, whether oral or in writing, shall in any way alter the terms of this Limited Warranty. Furthermore, nothing in this Limited Warranty shall in any way restrict the right of GUTTER SERVICE OF NEW ENGLAND, LLC to bring action against the customer for non-payment.