



## Standard Gutter and Downspout Limited Labor Warranty ("Labor Warranty")

This Labor Warranty certifies that the guttering systems installed by Smart Guard Gutters are guaranteed for a period of five (5) years from date of installation against sagging, pulling loose, leaking or not functioning properly **due to improper installation**. All claims may be submitted in writing or via email to Smart Guard Gutters. **This warranty is not transferable.**

**What is NOT Covered in Labor Warranty:** This Labor Warranty shall not extend to any defect or product failure resulting from: (1) Natural, Act-of-God occurrences such as, but not limited to, lightning, hurricanes, hail, earthquakes, flood, tornadoes, and falling objects; (2) damage to the property or structure to which guttering system has been applied caused by settling, cracking, movement, shifting, distorting, or splitting including but not limited to structural failure of walls, roofs, foundations, fascia, or rafters; (3) inadequate or improper ventilation of the home, or accumulation of water, ice damming or mold due to structural deficiencies and/or insufficient drainage; (4) any deliberate act or negligence of the purchaser, workman, or any other person when installing or maintaining surfaces of structure to which materials have been applied; (5) normal wear and tear as per manufacturer specifications (in case of claim, manufacturing company will have final say if product has to be replaced); (6) color fading, staining, replacement of any rotten wood, water behind gutters without eave metal, or any erosion; (7) any installed materials not provided by Smart Guard Gutters; (8) expansion or contraction of windows, siding, roofing, concrete or trim; (9) improper maintenance of guttering system by customer, including, but not limited to clogging caused by leaves or debris in gutter.

The main cause of customer complaints is gutters overflowing due to debris in the gutter. Smart Guard Gutters is not responsible for general maintenance, inspections, and cleaning of guttering systems. **Gutter cleanings are not covered by any warranty.**

**PLEASE NOTE THAT ANY SERVICE CALL REQUESTED AFTER 90 DAYS OF INITIAL INSTALL WILL INCUR A FEE IF WE NEED TO CLEAN GUTTERS TO ACCESS REPAIR OR IF WE FIND THAT THE REPORTED PROBLEM IS DUE TO CUSTOMER NEGLIGENCE OR DUE TO CLOGGING CAUSED BY LEAVES OR DEBRIS.**

Rain gutters are not designed to make a watertight seal against the fascia board. Water running between the gutter and fascia board or behind the fascia board is usually caused by one of the following:

- Short, broken or old curled-under shingles causing the water to wick back onto the fascia board.
- Pockets in roof shingles caused by the top of the fascia board being higher than the roof decking, allowing the water to track between the shingles and down behind the fascia board. This may cause rotting of the roof decking, rafter ends, fascia board, or eave overhang.
- Water problems may also be caused by faulty or missing flashing around chimneys, vent stacks, and wall flashing among others.

These cases are not caused by our gutter system and therefore not covered under our Labor Warranty.

Smart Guard Gutters will not be responsible for any peripheral needs or issues related to the guttering system. This includes leaf build-up or clogging, cleaning dirty gutters, issues with drainage or dry-well system, etc. Smart Guard Gutters will not replace a component of the system if it is not faulty while replacing something that is faulty and under warranty. Smart Guard Gutters is also not responsible for another person or contractor's work on the gutter system following our install. This includes but is not limited to a roofer changing the pitch of the roof, the overhang of the shingle or any aspect of the roof as it related to the gutter system at the time of our install.

Installation, removal, repair, adjustment, tampering or re-installation of any Smart Guard Gutters guttering system or component by anyone other than Smart Guard Gutters voids any and all warranties within this document.

The customer has the duty to deliver payment in full **based on original signed contract price** for material and installation provided by Smart Guard Gutters in accordance with the payment terms set forth; failure to do so voids any and all warranties within this document.

Smart Guard Gutters shall not be liable for injury to persons or damage to property, structure, or contents, or for incidental, special or consequential damages for breach of any written or implied warranty on defects in workmanship.

**THIS DOCUMENT IS YOUR WARRANTY AND BECOMES EFFECTIVE UPON RECEIPT OF PAYMENT IN FULL. NO REGISTRATION OR SIGNATURE IS REQUIRED.**