

**MID-SOUTH ALUMINUM, INC. TWENTY (20) YEAR LIMITED WARRANTY  
FOR  
MID-SOUTH ALUMINUM, INC.  
Continuous Aluminum Gutter Coil and Gutter Accessories  
Pro-Rated/Non-Transferable**

The manufacturer, MIDSOUTH ALUMINUM, INC. warrants that the finish on its continuous aluminum gutter coil and gutter accessories will not crack, peel, blister, chip, or flake for a twenty (20) year period from the date of installation. If, upon proper inspection by the manufacturer or its authorized representative, an acknowledged defect is agreed to, the manufacturer will be responsible for the cost of refinishing, repairing, or replacing the defective material, or where applicable, a refund. These remedies will be applied on the following pro-rated basis: 0-1st year, one hundred percent; 1st-2nd year, ninety percent; 2nd-3rd year, eight percent; 3rd-4th year, sixty percent; 4th-5th year, fifty percent; 5th-10th year, twenty-five percent; 10th-16th year, twenty percent; 16th-17th year, sixteen percent; 17th-18th year, twelve percent; 18th-19th year, eight percent; 19th-20th year, four percent; Over 20 years, zero percent. Refinishing or replacement of defective material is solely at the option of the manufacturer and must be approved in advance.

The basis for determining cost under this warranty is as follows: refinishing the material - the current prevailing area refinishing cost; replacement of material - the price of MIDSOUTH ALUMINUM, INC. continuous aluminum coil at the time of settlement or at the original price of the material.

This warranty covers the material only. MIDSOUTH ALUMINUM, INC. is in no way responsible for forming, shaping, or installation, which is the responsibility of the distributor, dealer, contractor, or applicator. This warranty applies only to the finish applied to MIDSOUTH ALUMINUM, INC. continuous coil material and accessories manufactured and sold by MidSouth Aluminum, Inc. and excludes any products with a finish applied by another entity.

This warranty does not cover damage or deterioration caused by faulty installation, hail, ice, windstorms, foreign objects, fire, lightning, earthquakes, erosion, explosions, normal weathering, (including chalk), riots, vandalism, civil commotion, misuse, abuse, or other occurrences beyond the control of the manufacturer.

ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR USE ARE LIMITED IN DURATION TO TWENTY (20) YEARS. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED OTHER THAN THAT SET FORTH HEREIN, OR REQUIRED BY LAW.

Liability of the manufacturer is limited to the purchase price. SELLER SHALL IN NO EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, WHETHER ALLEGED TO HAVE RESULTED FROM DELAY IN DELIVERY OF NON-CONFORMING MATERIAL, DEFICIENCIES IN MATERIAL, OR ANY OTHER CAUSE WHATSOEVER, AND WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. The remedy set forth above shall be exclusive.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or 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.

All claims under this warranty must be made in writing within the warranty period and within thirty (30) days after appearance of any defect. This warranty is not effective unless signed and dated by the installing dealer at time of installation, and a copy sent to MIDSOUTH ALUMINUM, INC. This warranty extends to the original purchaser only and cannot be assigned or otherwise transferred.

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Installing Dealer's Signature

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Date