

Warranty Statement

Manufacturer's Warranty

The manufacturer warrants, for a period of ten years from the date of installation, that the Perma Flow gutter protection system (hereafter referred to as "Product") will not peel, blister, flake, corrode, or weather in an uneven manner as a result of manufacturing defects. If any part or portion of the Perma Flow gutter protection system fails during that ten-year period to perform as a result of manufacturing defects, the defective material will be replaced (limited to the cost of the material only, not including the installation costs). This warranty is only valid when installed in the manner specified by Perma Flow gutter protection system installation instructions and if the product is installed within one year from the date of purchase.

Free-Flowing Water Guarantee

The manufacturer warrants, for a period of ten years from the date of installation, that the product will keep water flowing through the interior of the gutters and downspouts preventing clogging and overflowing when installed in the manner specified by Perma Flow gutter protection system installation instructions. If the drop outlet becomes clogged due to a failure on the part of the product, manufacturer will bear the reasonable cost of cleanout. Manufacturer is not responsible for any clogging of gutters caused by subterranean drainage systems or nesting animals.

Weathering

The term "weathering" refers to the color and/or finish of the gutter guard product. Exposure to elements can be expected to cause gradual and uniform changes in color and finish. A gradual and uniform change in color or finish is not considered to be a manufacturing, or a performance defect. A weathering defect is defined as any change in appearance that occurs on specific exposed sections of product in a manner that varies from piece to piece. It is normal for a weathered product to have slight and unobjectionable shade differences in the area directly exposed to sunlight. A weathering defect will be remedied by the replacement of the material directly affected. Variation in color or finish may also occur between any replacement products in comparison to the originally installed product due to weathering exposure, and is not indicative of defective material.

Buyer's Responsibilities

Within 72 hours after discovery of a suspected manufacturing defect, send a brief written explanation of the defect, along with a photo of the defect and copy of the proof of purchase to:
Crane Plastics, LLC
Perma Flow Warranty
2141 Fairwood Avenue
Columbus, OH 43207

Upon receipt of this correspondence, the manufacturer may request any additional information including original proof of purchase, and may require a field inspection by a manufacturer's representative. The manufacturer will communicate with you regarding its determination of coverage under this warranty, and regarding any replacement materials to be provided.

Limitations and Exclusions

This warranty does not cover damage or defect caused by settlement or shifting of structural members of adjoining surfaces, or structural defects of the roof or gutters, fire, wind, flood, lightning, hail, damage caused by the creation of ice dams within the gutter system, Acts of God, unreasonable use, accident, negligence, exposure to harmful chemicals, pollutants, mildew or airborne stains. This limited warranty covers only the Perma Flow gutter protection system. It does not cover the gutter, fascia boards or roof substrate or surface, or any damage to those items caused by faulty installation of Perma Flow gutter protection system. The Perma Flow gutter protection system does not increase the strength of the gutter structure itself, and does not enable the gutter to support weight. Applying unreasonable or excessive force to the gutter is not advisable, and the manufacturer shall have no liability for any damage resulting from such contact.

Dissimilar Materials Exemption

This warranty shall be considered null and void should the product be installed or come into contact with dissimilar materials, or water runoff from substances known to be of a dissimilar material that would likely cause corrosion. Dissimilar materials shall include, but not be limited to, copper, steel, zinc, concrete, stucco, pressure or pretreated lumber, asbestos siding, or any corrosive non-metallic substances.

Transfer of Warranty

In the event the homeowner sells or transfers ownership of the home or dwelling upon which the product is installed, the warranty of the product can be transferred to the new owner. The previous owner must provide the new owner with the original proof of purchase. In the event a Perma Flow Gold Contractor warranty is to be transferred, the previous owner must provide the new owner with the warranty card of the product signed and dated by the installer as well as the original proof of purchase. This transfer does not extend the warranty beyond its initial ten-year limit. Note that no matter how many times the warranty is transferred it is still valid up to the full ten years provided the subsequent owners have the original warranty card and original proof of purchase.

THERE ARE NO IMPLIED, EXPRESS, OR OTHER WARRANTIES EXCEPT AS CONTAINED WITHIN THIS STATEMENT, AND THE WARRANTY STATEMENT IS IN LIEU OF, AND EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE MANUFACTURER'S LIABILITY IS LIMITED SOLELY AND EXCLUSIVELY TO THE REPLACEMENT OBLIGATION SPECIFICALLY UNDERTAKEN HEREIN, AND IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR LABOR, INSTALLATION, FREIGHT, TAXES OR ANY OTHER CHARGES. THE MANUFACTURER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND WHATSOEVER WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE OR TORT. SOME REGIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU WHERE PROHIBITED. THE MANUFACTURER IS NOT THE SELECT CONTRACTOR AND DOES NOT WARRANT DAMAGE OR DEFECT CAUSED BY FAULTY INSTALLATION. PROPER INSTALLATION IS DEFINED AS OUTLINED IN THE INSTALLATION INSTRUCTIONS. FAULTY INSTALLATION OF THIS PRODUCT WHICH GIVES RISE TO A DEFECT RENDERS WARRANTY COVERAGE NULL AND VOID.

No employee, agent or other person is authorized by the manufacturer to vary the terms of its warranty program or to assume for it for any liability in addition to that set forth in this warranty statement. This warranty gives you specific legal rights, and you may have other rights, which vary in your region.