

INTERSTATE MATERIAL SUPPLY, INC.

100 Year Limited Warranty



In lieu of all other warranties implied and/or express, Interstate Material Supply, Inc. ("IMS") warrants to the property owner whose name is hereinabove set forth, that the color coating of IMS aluminum rain gutter material, properly installed by an authorized dealer, for use as residential rain gutter will not crack, chip, peel, flake, split, rust or bubble, as a result of a manufacturing defect for a period of one hundred (100) years after the installation date set forth above.

In the event such a defect becomes apparent, and in order for this warranty to be enforceable, the property owner named above or qualified transferee must notify IMS in writing at P.O. Box 3652, Orange, CA 92857-0652, including a copy of this certificate within thirty (30) days after the defect is first discovered or could have been discovered. Upon further written request by IMS, the property owner shall furnish such other and further evidence as may be reasonably required by IMS to analyze the defect prior to adjustment, repair or replacement. IMS reserves the right to inspect the claimed defect prior to any adjustment hereunder.

Remedies Under Warranty:

IMS will, in the event of defect found by IMS, at its sole option, either, refinish, repair or replace the defective material of evidence or defect that is covered by this warranty. Any required labor or materials shall be supplied solely by IMS or prior written confirmation and approval by IMS. The property owner shall assume responsibility for any expenses not previously approved in writing by IMS. IMS may, at its sole discretion substitute product of like purpose and quality in the event that identical product is unavailable.

This warranty is the sole and exclusive warranty by IMS with respect to the product and there are no other warranties implied and/or expressed. IMS specifically disclaims any and all such other warranties, giving those remedies set forth in this warranty only remedies of the property owner in the event of a defect.

This warranty shall be null and void in the event that the original installation is modified, changed, reworked, repaired, refinished, painted, repainted, removed or replaced without the prior written approval of IMS. IMS disclaims any liability for special, indirect, incidental or consequential damages for breach of any of the express and/or implied warranties in connection with the material installed. To the extent that the State where IMS material product is installed under this warranty does not permit such limitations as set forth above, the limitation may not apply. There may also be other warranties which vary from State to State.

What Is Not Covered:

This warranty does not cover defects or damage caused by other than manufacturing defects of IMS material, including but not limited to: improper installation, un-authorized installation, structural or foundation settling, normal oxidation, electrolytic processes (including, but not limited to, damage arising out of seawater/saltwater vapors), fading as a result of other elements, acts of third parties or force majeure. IMS shall not be further liable for differences in color or tone, between existing installation and any repair/replacement installation.

Effective Date:

This warranty shall become effective only upon receipt by IMS of the fully completed detached portion hereof, and only if mailed within 30 days of completion of installation.

Transfer Of Warranty:

This warranty is transferrable to subsequent owners of the subject property upon written notice to IMS within thirty days (30) after transfer of title to the subject property.