

shall also present such evidence that establishes any claimed non-conformance was due to a breach of the limited warranty stated herein. Buyer shall exercise diligence in inspection of material as received from Senox prior to utilization so as to mitigate expense involved in repairing, repainting or replacing non-conforming product. Buyer must give Senox a reasonable opportunity to inspect the product. All claims should be mailed to: Senox Corporation, Attn: Warranty Dept, 15409 Long Vista Dr, Austin, TX 78728.

#### **How Does State Law Relate to This Warranty?**

The substantive law of Texas shall exclusively govern the rights and duties of the parties under this agreement. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts or the exclusion of limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

#### **Other Limitations and Conditions**

No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, and no course of conduct or performance, in any way purporting to modify this limited warranty or to waive Senox's right hereunder, shall be binding on Senox unless the same be clearly set forth in a writing that expressly refers to this limited warranty and expressly refers to having such effect upon this limited warranty, and is signed by the authorized representative of Senox.

Senox reserves the right to terminate this limited warranty, except with respect to orders which it has already accepted, upon the giving of written notice thereof.

The provisions set forth herein are in lieu of and expressly supersede any other provisions irrespective of where contained. All proposals, negotiations and representations, if any, made prior to or with reference hereto are merged herein.

## **Warranty Information:**

Installation Date: \_\_\_\_\_

Issued To: \_\_\_\_\_

Property Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Issued By: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Gutter Style: \_\_\_\_\_

Downspout Style: \_\_\_\_\_



Serving the Seamless Gutter Industry Since 1972

## **GALVALUME PLUS**

***Acrylic Coated  
Galvalume Sheet  
Steel***

## **WARRANTY**

**25 Year  
Limited Warranty**

Senox Corporation ("Senox") provides the following Limited Warranty for Galvalume gutter products:

### **Who is Covered Under This Warranty?**

This limited warranty is extended to the original purchaser from Senox and is non-transferable and non-assignable. No rights against Senox shall be created by any purported transfer or assignment. Buyer or its agents or representatives shall not claim, represent or imply nor permit its customers, distributors, applicators or contractors to claim, represent or imply that this limited warranty extends or is available to parties other than Buyer, and to the limit of its legal right to do so. Buyer shall cause any party to cease and desist in any such misrepresentation. This condition shall constitute a material term of this limited warranty and its violation by Buyer shall excuse Senox from its obligations hereunder.

### **What Does This Warranty Cover?**

Senox exclusively warrants that, subject to the following provisions, hot dipped aluminum-zinc alloy-coated ACRYLIC COATED GALVALUME SHEET STEEL, with a coating weight of AZ55, sold for use as unpainted steel gutters, if erected within the Continental United States, WILL NOT rupture, fail structurally or perforate within a period of 25 years after shipment as a result of corrosion caused by exposure to normal atmospheric conditions.

### **What Does This Warranty Not Cover?**

#### **Excluded Atmospheric Conditions**

This limited warranty DOES NOT APPLY to sheet exposed at any time to corrosive or aggressive atmospheric conditions, including but not limited to:

1. Areas subject to saltwater marine atmospheres or to constant spraying of either salt or fresh water, which includes:
  - within 1500 feet of coastline with breaking surf
  - within 800 feet of coastline with large bay
  - within 400 feet of coastline with marsh
2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust or animal waste.
3. Areas subject to water runoff from lead or copper

flashings or areas in metallic contact with lead or copper.

4. Conditions/circumstances where corrosive fumes or condensates are generated or released inside the building.

### **Other Excluded Situations**

This limited warranty DOES NOT APPLY in the event of:

- A. Bends less than 2T for sheet thickness 0.030" and thinner.
- B. Slopes of the roof or sections of the roof flatter than 1/4:12.
- C. Mechanical, chemical or other damage sustained during shipment, storage, forming fabrication or during or after erection.
- D. Forming which incorporates severe reverse bending or which subjects coating to alternate compression and tension.
- E. Failure to provide free drainage of water, including internal condensation, from overlaps on all other surfaces of the product.
- F. Failure to remove debris from overlaps and all other surfaces of the product.
- G. Damage caused to the metallic coating by improper roll forming, scouring or cleaning procedures.
- H. Deterioration of the gutter caused by contact with green or wet lumber or wet storage stain caused by water damage or condensation.
- I. Presence of damp insulation or other corrosive materials in contact with or close proximity to the product.
- J. Deterioration to the product caused directly or indirectly by product contact with fasteners. Selection of suitable long-lasting fasteners to be used with ACRYLIC COATED GALVALUME SHEET STEEL rests solely with the Buyer.

This limited warranty DOES NOT APPLY to the acrylic coating. It is a temporary application for the purpose of transportation and handling at the jobsite and is not warranted as a finish.

This limited warranty DOES NOT APPLY to flash rusting as it occurs on cut edges of ACRYLIC COATED GALVALUME SHEET STEEL. It is a common occurrence and not a defect.

### **What is the Period of Coverage?**

This warranty becomes effective from the date of shipment of the products and is for a period of 25 years.

### **What Will We Do To Correct Problems Covered by This Warranty?**

Buyer's exclusive remedy and Senox's sole liability for breach of this limited warranty shall be limited exclusively to the cost of either repairing a non-conforming product, or at Senox's sole option, of furnishing FOB Buyer's business location sufficient product to replace the non-conforming product.

### **What Will We Not Do Under This Warranty?**

THE LIABILITY OF SENOX SHALL NOT EXTEND TO PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY SHEET TO CONFORM WITH THE PROVISIONS OF THIS LIMITED WARRANTY. THERE ARE NO WARRANTIES, PROMISES OR AFFIRMATIONS OF FACT, INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM ANY NON-CONFORMING SHEET SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS SET FORTH HEREIN.

### **How Do You Get Service?**

As a condition precedent to Senox's liability hereunder, all claims must be submitted in writing to Senox within 30 days after discovery of the claimed defect and during the limited warranty period. Buyer must present with his claim such records so to enable Senox to establish Senox's order number, Senox's coil number, date of shipment by Senox and the date of installation for the claimed non-conforming product. Claims should include the name, address and phone number of the purchaser, date of purchase, name of the installing contractor and proof of purchase. Buyer