

## **50 YEAR LIMITED WARRAN**

**Buyer Protection Program for** 

| aluma-kore | <b>ALUMINUM</b> | SOFFIT | <b>ALUMINUM</b> | <b>GUTTERS</b> |
|------------|-----------------|--------|-----------------|----------------|
|------------|-----------------|--------|-----------------|----------------|

| Products and Colors used |           |             |
|--------------------------|-----------|-------------|
| Original Purchaser       | Date of I | nstallation |
| Address                  | City      | State       |

EDCO PRODUCTS, INCORPORATED offers this Buyer Protection Program and Limited Warranty for a "FIFTY YEAR PERIOD" from the date of installation that these pre-finished Building Materials will not crack, chip or peel under conditions of normal weathering, subject to the following terms and conditions:

This warranty does not cover damage to EDCO PRODUCTS pre-finished Building Materials caused by faulty installation, or not in accordance with EDCO PRODUCTS application instructions, settlement of the building, failure of the structure (including foundations and walls); fire, wind, flood, lightning, or other acts of God; intentional acts or unreasonable use; accidental damage or negligence; improper care, failure to provide normal maintenance and cleaning when dirty; normal weathering; chalking, fading; lap abrasion, mildew, exposure to harmful chemicals or pollutants, or other causes beyond the control of EDCO PRODUCTS.

THE PROCEDURE FOR OBTAINING PERFORMANCE OF THE WARRANTY OBLIGATIONS ARE EASY. If Homeowner feels that EDCO PRODUCTS Building Materials are defective, simply write to the Customer Service Department of EDCO PRODUCTS, INCORPORATED, Hopkins, MN 55343, explaining condition. EDCO PRODUCTS will reply advising Homeowner of the additional information and evidence required to support claim. EDCO PRODUCTS will at its option: refinish, replace, repair or refund (hereinafter collectively referred to as "costs") based on the market costs for such material and work according to the pro-rated formula that follows between EDCO PRODUCTS and Homeowner. Upon determination by EDCO PRODUCTS that the material is not in conformity with the terms of this warranty a letter will be sent to Homeowner in duplicate noting the work to be performed or material to be replaced and Homeowner's share of the cost, if any. When EDCO PRODUCTS receives a copy of that letter, signed by Homeowner and containing Homeowner's payment for their portion of the cost, if any, then EDCO PRODUCTS will within a reasonable time, take the agreed-upon remedial action:
a. During the first three years after Installation, EDCO PRODUCTS will

pay 100% of the cost.

During the fourth year, the Homeowner shall pay 10% of the cost and EDCO PRODUCTS shall pay the balance.

c. The fifth year and subsequent years after the date of Installation, to and including the twentieth year, the Homeowner shall pay an additional 5% per year of the cost and EDCO PRODUCTS shall pay the balance.

The twenty-first year through the thirtieth year EDCO PRODUCTS

liability hereunder shall not decline to less than 10%.
The thirty-first year through the fiftieth year EDCO PRODUCTS liability hereunder shall not decline to less than 5%

(3) EDCO PRODUCTS reserves the right to discontinue or change any material design or products. If for any reason the material originally installed is not available at the time of the defect and EDCO PRODUCTS elects to replace

the defective material. EDCO PRODUCTS shall have the right to substitute material determined by EDCO PRODUCTS to be of equal quality and price.

(4) EDCO PRODUCTS SHALL NOT BE LIABLE TO HOMEOWNER FOR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY WRITTEN OR IMPLIED WAR-RANTY ON ITS PRODUCTS, and shall not be liable to Homeowner for any incidental damages for breach of any written or implied warranty unless incurred by Homeowner because EDCO PRODUCTS did not perform any remedy hereunder within a reasonable time or because EDCO PRODUCTS has imposed an unreasonable duty upon the Homeowner as a condition of securing any remedy hereunder. Homeowner's exclusive remedy and damages shall be limited to EDCO PRODUCTS costs, all as provided herein. Some states do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitation or exclusion may not apply to the Homeowner. This writing contains the entire agreement between EDCO PRODUCTS and the Homeowner, and the warranties expressed herein exclude all other warranties, such as those made by dealers, contractors, applicators, agents or distributors of EDCO PRODUCTS materials.

(5) ALL WARRANTIES EITHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE TERM HEREOF Same states do not allow limitations on how long as

TO THE TERM HEREOF. Some states do not allow limitations on how long an implied warranty lasts, therefore the above limitation may not apply to the Homeowner

This warranty applies only to EDCO PRODUCTS materials as stated above and used in the installation at the address recorded on Homeowner's Warranty Certificate of Installation and shall not be valid or enforceable unless it is completed and signed by the original purchaser and mailed to EDCO PRODUCTS within thirty days after the completion of installation.

(7) The transfer of this warranty is registered when the application for

Transfer of Warranty is completed by the purchaser (new owner) and seller (former owner) and is mailed to EDCO PRODUCTS within thirty days after the transfer of the premises. The transferred warranty shall be subject to the foregoing terms and conditions and shall be registered for the unexpired portion of the warranty period.

(8) This warranty gives the Homeowner specific legal rights and he may also have other rights which vary from state to state.

IT IS THE HOMEOWNER'S RESPONSIBILITY TO VERIFY THAT THE MATERIALS INSTALLED CONFORM TO THE WARRANTY CERTIFICATE SUBMITTED TO **FDCO PRODUCTS** 

| CERTIFICATE NUMBER | EDCO PRODUCTS, INCORPORATED |  |  |
|--------------------|-----------------------------|--|--|
|                    |                             |  |  |

(Officer)

at Hopkins, Minnesota 55343 Issued this day of