

Covering 100% of the Labor and Materials

Non prorated

"Your Local Window, Gutter, Roofing & Siding Experts"

10-Year Residential Gutter and Downspout Warranty

This Warranty is provided by Superior Siding, for the installation and workmanship of gutters and downspouts on the property where they were installed. This warranty is valid for:

10- years from the date of installation. This warranty covers:

- Leaks caused by defects in the materials or installation process.
- Improperly secured or detached gutters or downspouts resulting from installation errors.
- **Sagging or shifting** of gutters due to improper installation.

Exclusions

This warranty does not cover damage or defects caused by:

- Acts of God such as heavy storms, hurricanes, tornadoes, floods, hail, winds over 130 mph or other severe weather conditions.
- **Improper maintenance**, neglect, or failure to clean the gutters and downspouts, which may cause blockages.
- Vandalism or accidental damage
- Alterations or repairs made to the gutters or downspouts by anyone other than Superior Siding.
- Normal wear and tear, Mild fading, usual aging, worn out velcro.
- Snow and Ice Damming, during the winter, water may flow over the gutters due to ice damming. Melting water from the roof can flow over the frozen gutters full of ice.
- **Gutter Guards,** or any other type of covering such as filters, and screens.
- **Replacement,** of gutters, gutter apron, or roof. As this is extreme tampering.
- Non Payment made to Superior Siding after installation of gutter and downspouts.

Address:_____

Date:_____

Approval Signature_____

Transferability

This 10 year warranty is transferable to a new homeowner if the property is sold during the warranty period. To transfer the warranty at no cost, the new homeowner must notify Superior Siding in writing within 60 days of the sale. Transfer paperwork will be provided. Failure to notify Superior Siding within 60 days will void the warranty.

Warranty Activation

This warranty will be activated on the date below or the date of installation of the gutters and downspouts, whichever is earlier. The homeowner agrees to keep Superior Siding informed of any significant changes to the property and contact details for the homeowner.

How to Submit a Warranty Claim

Visit our website at Superiorsidinginc.com and fill out one of our warranty forms in our warranty section, or email us at warranty@superiorsidinginc.com and we will walk you through the process and get the bit of information we need.

Limitations of Liability

Superior Siding's liability under this warranty is limited to the repair or replacement of gutters and downspouts. The Contractor is not liable for any damages beyond the repair or replacement, including but not limited to damages to the property, personal injury, or loss of use.

Choice of Law

It is mutually agreed that this agreement shall be governed by the laws of South Dakota, both as to interpretation and performance, without reference to the rules thereof relating to conflicts of law.

Choice of Venue

All lawsuits arising from or related to this agreement must be instituted and maintained in Pennington County South Dakota, which shall be the exclusive jurisdiction, and each party waives the right to change of venue.

WAIVER OF IMPLIED WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTY STATED UNDER THIS AGREEMENT THE PARTIES HEREBY DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Suggestions

Superior Siding highly recommends regular gutter cleanings, as this is a part of normal maintenance. Superior Siding would be happy to clean your gutters for you at a very inexpensive cost. Please call us and set up your gutter cleanings to maintenance your gutters.

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