

AMERICAN CONSTRUCTION METALS



*Warranty*  
ALUMINUM PRODUCTS

The text "Warranty" is written in a large, elegant, dark blue script font. Below it, the words "ALUMINUM PRODUCTS" are written in a smaller, dark blue, all-caps sans-serif font.



## 20 YEAR LIMITED WARRANTY

American Builders & Contractors Supply Co., Inc. d/b/a American Construction Metals ("ACM") sells and/manufactures Gutter Coil and Related Accessories (the "Products"), with high quality standards. The Products will not rust or support combustion because they are made of aluminum.

### WARRANTY COVERAGE

ACM warrants to the property owner at the time the Products were purchased, that the Products are free from manufacturing defects, and the paint finish on the Products will not blister, peel, crack, chip, flake or split under normal weather conditions, if handled and installed according to our specifications and recommendations.

This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty.

### WARRANTY PERIOD

This 20-year Limited Warranty lasts for a period of twenty (20) years on the property on which the Products were originally applied. This 20-year Limited Warranty is transferable. In the event of transfer, the Warranty period from the original installation date of the Products on the building will be no longer than 20 years. See procedure for transfer below.

You must notify us in accordance with the instructions outlined below. ACM must be given the opportunity to validate the complaint. Upon the notification and validation, the following will occur:

ACM will, at its option, (a) refinish the defective material, (b) replace the defective material, or (c) provide a refund in the amount described below. The basis for determining cost recoverable under this warranty is as follows: (1) for refinishing the current prevailing area finishing cost; and (2) for replacement of material or refund—the price of ACM continuous aluminum coil at the time of settlement or the original price of the material, whichever is less. This warranty covers material only. The manufacturer is in no way responsible for forming, stamping, or installation, which is the responsibility of the distributor, dealer, contractor, or applicator.

If a warranty claim occurs and replacement material is given to resolve the claim, the remaining Warranty applicable to the replacement Products will extend only for the time remaining under the original Warranty.

### WARRANTY EXCLUSIONS

This Warranty does not cover:

- Damage or deterioration of any kind caused by faulty or improper installation;
- Damage caused by collision with foreign objects;
- Damage caused by hail, ice, windstorms, fire, lightning, earthquakes, erosion or other Acts of God;
- Damage caused by external forces or explosion;
- Normal deterioration of the Products;
- Damage caused by misuse or abuse;
- Damage resulting from riots, vandalism, or civil commotion;
- Airborne strains, mold and mildew accumulations;
- Your failure (or the failure of subsequent Property owners) to provide reasonable and necessary maintenance of the Products;
- Damage caused by excessive heat sources or exposure to unusual or excessive reflective heat sources;
- Products that have been painted or whose surface has been altered in any way without written authorization from ACM; or
- Any other causes beyond the control of ACM.

### LIMITATIONS

This Warranty covers only ACM Gutter Coil and Related Accessories. It is your responsibility to verify that the Gutter Coil and Related Accessories installed are ACM's Products.

Normal weathering occurs in products installed. Replacement Products and repaired Products may differ in gloss and color from Products originally installed on the Property; such aesthetic differences are not the responsibility of ACM.

We reserve the right to discontinue or change any design or color of any of our Products at any time and without notice or liability.

There are no warranties on this Products, other than as set forth in this Warranty. We are not liable to you for a breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors of the Product.

THIS WARRANTY IS THE SOLE WARRANTY OFFERED BY ACM FOR THE PRODUCT. ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.

SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, OR PUNITIVE DAMAGES ASSOCIATED WITH ANY BREACH OF ANY EXPRESS, WRITTEN, ORAL OR IMPLIED WARRANTY OF THE PRODUCTS.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU.

ANY REPAIR OR REPLACEMENT OF THE PRODUCTS WITHOUT PRIOR WRITTEN AUTHORIZATION FROM ACM WILL VOID THIS WARRANTY.

ACM reserves the right to inspect all claims of defective Products installed on your building as part of processing any Warranty Claim. REFUSAL TO ALLOW ACM OR ITS REPRESENTATIVE TO MAKE AN INSPECTION SHALL VOID THIS WARRANTY.

The failure of ACM at any time to enforce any term, condition, or limitation of this Warranty shall not be deemed to be a waiver thereof.

Any dispute, controversy, or claim between you (or any subsequent holder of this Warranty) and ACM arising out of or related to the Products or this Warranty shall be settled by final and binding arbitration in accordance with the rules of the American Arbitration Association (AAA) for the Construction Industry.

### WARRANTY REGISTRATION

You do not need to register this Warranty. The original invoice listing Products installed and paid for is sufficient proof of purchase for making a Warranty claim. A copy of the original invoice from your contractor with a reference to the invoice number of repurchase from the distributor will need to be provided to file a Warranty claim, along with samples of the defective products.

### TRANSFERRING A WARRANTY

This warranty may be transferred by providing a letter within 30 days of ownership where the ACM products were originally installed. The letter should include the original invoice for the Products with a list of the items installed and paid for, the address of the Property, the name and mailing address (if different) of the new owners and the date of transfer. The notice should be sent via overnight carrier to ACM Customer Service at 1600 Park Avenue, Beloit, WI 53511.

Failure to timely notify ACM of the transfer will void the Warranty (30 days from Property ownership transfer).

Warranty coverage upon transfer is as described in detail above. Upon any valid transfer of the Warranty, your obligations under this Warranty become the obligations of the new Property owners.

### PROCESS FOR FILING A WARRANTY CLAIM

You must submit your claim in writing to ACM within twenty (20) years of original installation and within thirty (30) days after the defect is discovered, whichever is earlier.

Please submit the following information: a description and photo of the claimed defect; a copy of the original invoice for the Products with a list of the items installed and paid for; the date of the original installation; the address of the Property and your name, address and phone number. Written claims should be sent by overnight carrier or registered mail to ACM Customer Service at 1600 Park Avenue, Beloit, WI 53511.

ACM will provide notification of any additional information and physical evidence that may be required to process your claim.

### WHAT IF I HAVE QUESTIONS?

Call ACM Customer Service at (608) 365-0296 or write us at 1600 Park Avenue, Beloit, WI 53511

### WARRANTY COVERAGE SCHEDULE

Number of Years From Date of Installation to Date of Claim	Percentage of Purchase Price of Originally Installed Products Found to be Defective for Which American Construction Metals Will Be Responsible
0—10	100%
More than 10 but less than 11	90%
More than 11 but less than 12	80%
More than 12 but less than 13	70%
More than 13 but less than 14	60%
More than 14 but less than 15	50%
More than 15 but less than 16	40%
More than 16 but less than 17	30%
More than 17 but less than 18	20%
More than 18 but less than 20	10%

## CARE & MAINTENANCE INSTRUCTIONS

American Construction Metals gutter coil and related accessories are constructed to perform to the highest standards in the industry. In most cases, your newly installed products will stay clean with normal rainfall. But if your American Construction Metals gutter coil and related accessories should need cleaning, the following are the recommend procedures for this cleaning process. This process may have particular impact in areas with limited exposure to the natural washing effect of rainfall.

1. Moderate Atmospheric Dirt - clear water from the household garden hose and soft-bristled brush (a long-handled, car-washing brush is ideal for this purpose) should be sufficient.
2. Heavy Industrial Atmospheric Dirt — Use the same process as above, however substitute clear water with the cleaning solution below:
  - a. 1 gallon water
  - b. 1/3 cup detergent (Tide®), for example
  - c. 2/3 cup trisodium phosphate (Sola®), for example
3. Mildew Accumulation - Mildew can collect on surfaces of all types of building products and will appear as black spots. Mildew may become evident on surfaces that have not been properly cared for and maintained. Mildew removes easily by using the following solution:
  - a. 3 quarts water
  - b. 2/3 cup trisodium phosphate (Sola®), for example
  - c. 1/3 cup detergent (Tide®), for example
  - d. 1 quart sodium hypochlorite 5% solution (Clorox®), for example
4. Tar, caulking compounds, and like substances - Apply mineral spirits in reasonable amounts directly to the substance. Rinse the area thoroughly after cleaning with clear water.

**CAUTION:** Do not exceed the recommended concentrations of cleaners. Excess cleaner solvents can damage product surfaces. Avoid skin and eye contact with recommended cleaning solutions. Always follow manufacturers' instructions for the use of cleaning solutions. Do not use abrasive-type cleaners or strong solvents. Test any cleaner on an inconspicuous area before applying to major areas. Always clean from top to bottom to minimize streaking. Follow all cleaning processes with a rinsing of clear water. Excessive scrubbing is unnecessary and can be harmful to the products and may cause undesirable glossy areas over the finish.

### FACTS ABOUT THE INSTALLATION OF AMERICAN CONSTRUCTION METALS GUTTER COIL AND RELATED ACCESSORIES

American Construction Metals gutter coil and related accessories are designed and manufactured to perform best when installed by qualified applicators. American Construction Metals does not assume responsibility for installation of its products.

You should discuss any product adjustments with the dealer or applicator that did the work. The original dealer or applicator can best make these adjustments, since he or she is most familiar with your particular installation.

#### Note:

Direct contact of aluminum products with certain dissimilar materials, or contact with water runoff from dissimilar materials, is likely to result in corrosion. Accordingly, care should be taken during installation to avoid contact of aluminum with dissimilar materials including: dissimilar metals (e.g., copper, zinc, steel, etc.), concrete, stucco, asbestos siding, pressure treated/protected lumber, roofing materials or roofing systems containing metallic granules or strips, or corrosive non-metallic materials.

