



Perfectly Clear Gutter and Downspout Snow & Ice Prevention System

Limited Warranty Certificate

Calorique LLC ("CALORIQUE") guarantees that the Gutter Snow and Ice Prevention System ("the Product") is free from defects in materials and workmanship for a period of fifteen (15) years from the date of manufacture, provided that the Product is installed in accordance with:

- The accompanying PerfectlyClear Roof and Gutter Snow and Ice Prevention System Installation Guide.
- Any special written design or installation guidelines provided by CALORIQUE.
- All applicable local laws, rules, regulations, codes and standards applying including without limitation, all applicable local building and electrical codes.

This warranty is transferable to subsequent owners.

CALORIQUE assumes no responsibility under this warranty for any damage to the product caused by workers, visitors on the job site, or post-installation work. The CALORIQUE staff is available to answer any questions regarding the proper installation or application of the product. If you have any questions regarding the installation procedure, or if the product appears to be damaged, contact us before proceeding with the installation or proposed repair. Under this limited warranty, CALORIQUE will provide one of the following:

- If CALORIQUE determines that the Product is defective in materials and workmanship, and has not been damaged as a result of abuse or misapplication, CALORIQUE will, within a reasonable period of time, repair the product, replace the product with the same or similar product, or credit the customer's account with the purchase price, whichever CALORIQUE may elect in its sole discretion. CALORIQUE will not assume responsibility for the cost of gutter and leader materials, or the cost to remove and replace gutters and leaders. This warranty does not apply if CALORIQUE reasonably determines that the product has been cut, added to or otherwise altered, stored improperly, misused, damaged, or installed not in accordance with the above requirements.

Except as expressly provided in this Limited Warranty, the customer is responsible for the cost of labor, service calls, insurance, shipping, installation costs and any other expense or damage incurred.

- If CALORIQUE determines that the repair of the Product is not feasible, CALORIQUE will replace the Product or refund the original cost of the Product. This Limited Warranty is null and void if the owner, or designated representative, attempts to repair the Product without receiving prior authorization. Upon notification of a real or possible problem, CALORIQUE will issue an Authorization to Proceed Note (APN) under the terms of this Limited Warranty.

CALORIQUE DISCLAIMS ANY WARRANTY NOT PROVIDED HEREIN, INCLUDING ANY IMPLIED WARRANTY OF THE MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. CALORIQUE FURTHER DISCLAIMS ANY RESPONSIBILITY FOR SPECIAL, INDIRECT, SECONDARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OWNERSHIP OR USE OF THIS PRODUCT, INCLUDING INCONVENIENCE OR LOSS OF USE. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE FACE OF THIS DOCUMENT. NO AGENT OR REPRESENTATIVE OF CALORIQUE HAS ANY AUTHORITY TO EXTEND OR MODIFY THIS WARRANTY UNLESS SUCH EXTENSION OR MODIFICATION IS MADE IN WRITING BY AN CALORIQUE CORPORATE OFFICER.

DUE TO DIFFERENCES IN BUILDINGS AND CLIMATE, CALORIQUE MAKES NO REPRESENTATION THAT THE GUTTER OR LEADER WILL ACHIEVE ANY PARTICULAR TEMPERATURE OR TEMPERATURE RISE.

CALORIQUE IS NOT RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, MULTIPLE, PUNITIVE OR INDIRECT DAMAGES OR LOSS, LOSS OR DAMAGE TO OR LOSS OF USE OF FACILITIES OR OTHER PROPERTY, OR FOR LOST PROFITS OR LOST REVENUE, WHETHER BASED UPON WARRANTY, STATUTE, CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE. CALORIQUE SHALL IN NO EVENT BE LIABLE FOR THE PERFORMANCE OF, OR COST OF PERFORMING, THE REMOVAL OR INSTALLATION OF THE PRODUCT OR ANY PRODUCT OR MATERIAL INTO WHICH IT IS INSTALLED, INCORPORATED OR ADDED. THE CUSTOMER IS RESPONSIBLE FOR THE COST OF LABOR, SERVICE CALLS, INSURANCE, SHIPPING, INSTALLATION COSTS AND ANY OTHER EXPENSE OR DAMAGE INCURRED.

IN NO EVENT SHALL CALORIQUE'S MAXIMUM LIABILITY EXCEED THE PURCHASE PRICE FOR THE RELEVANT SHIPMENT OF PRODUCT, EXCEPT TO THE EXTENT MADE MANDATORY BY LAW.

Shipping Discrepancies Terms & Conditions:

Incoming materials should be inventoried for completeness and for possible shipping damage. Any visible damages or shortages must be noted prior to accepting the product. Once the receiving personnel accept the product on their dock, they have relieved the freight company of any responsibility. Any discrepancy concerning the type or quantity of product shipped must be brought to the attention of CALORIQUE within 15 days of the shipping date entered on the packing slip for the order and also ask for a Returned Goods Authorization (RGA) number before shipping damaged product back to us.

This warranty applies to all products purchased after May 16, 2016.

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