



LEAF SOLUTION LIMITED WARRANTY

LEAF SOLUTION, LLC (“LEAF SOLUTION®”) MANUFACTURES XTREME GUTTER GUARD®, LEAF SOLUTION GUTTER GUARD®, NEW WAVE GUTTER GUARD®, AND OTHER GUTTER GUARD ACCESSORIES. THE PRODUCTS PASSED RIGOROUS HIGH STANDARD QUALITY CONTROLS. THE PRODUCTS WILL NOT RUST, BURN OR SUPPORT COMBUSTION, NO SPLITTING/CRACKING DUE TO EXTREME COLD AS IT IS FABRICATED FROM ALUMINUM AND STAINLESS STEEL. LEAF SOLUTION, LLC RESERVES THE RIGHT TO WITHDRAW THIS WARRANTY FROM THE MARKET AT ANY TIME. ANY AND ALL WARRANTIES IN EFFECT PRIOR TO THE REMOVAL WILL REMAIN IN EFFECT UNTIL THEIR EXPIRATION DATE.

1. MATERIAL WARRANTY. LEAF SOLUTION, LLC WARRANTS THE PRODUCT IS FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP IN THE COURSE OF MANUFACTURE AND THAT THE FINISH ON THE PRODUCT WILL NOT CHIP OR BLISTER UNDER CONDITIONS OF ORDINARY WEAR. THIS WARRANTY IS LIMITED TO THE TERMS AND CONDITIONS, EXCLUSIONS AND LIMITATIONS, REQUIREMENTS AND LEGAL RIGHTS STATED IN THIS WARRANTY.

2. WARRANTY CONDITIONS. THIS WARRANTY COVERS ONLY GENUINE LEAF SOLUTION® PRODUCTS. IT IS THE CUSTOMER’S RESPONSIBILITY TO VERIFY THE PRODUCT BEING INSTALLED. WE RESERVE THE RIGHT TO DISCONTINUE OR CHANGE ANY DESIGN OR COLOR OF ANY OF OUR PRODUCTS AT ANY TIME WITHOUT NOTICE OR LIABILITY. IF, FOR ANY REASON, PRODUCTS OF THE TYPE ORIGINALLY INSTALLED ARE NO LONGER AVAILABLE FROM US AT THE TIME YOU MAKE A WARRANTY CLAIM, WE MAY SUBSTITUTE ANOTHER PRODUCT DETERMINED BY US TO BE OF COMPARABLE QUALITY AND PRICE. THERE ARE NO WARRANTIES ON THIS PRODUCT 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. DUE TO NORMAL WEATHERING, REPLACEMENT PRODUCT MAY DIFFER IN GLOSS OR COLOR FROM THE PRODUCT ORIGINALLY INSTALLED. WE EXCLUDE AND ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESSED WARRANTY, OR ANY OTHER ORAL, WRITTEN OR IMPLIED WARRANTY THAT MAY APPLY TO YOUR PURCHASE, AS IT RELATES TO OUR PRODUCTS.

THIS IS YOUR EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. OUR OBLIGATION UNDER THIS WARRANTY WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE ORIGINALLY INSTALLED PRODUCT FOUND TO BE DEFECTIVE. IN THE EVENT THAT WE CHOOSE TO REPLACE THE PRODUCT, WE WILL ONLY BE RESPONSIBLE FOR PROVIDING MATERIAL AND NOT THE COST OF LABOR TO REMOVE OR INSTALL PRODUCT, DISPOSE OF USED PRODUCT OR SHIPPING COSTS.

3. PROPER CARE/MAINTENANCE. LEAF SOLUTION® AND XTREME GUTTER GUARD® ARE THE FINEST MICRO-MESH GUTTER GUARDS ON THE MARKET TODAY. IN MOST CASES, RAINFALL ALONE IS SUFFICIENT TO KEEP IT CLEAN, BUT THERE MAY BE SOME INSTANCES WHERE CLEANING/MAINTENANCE WILL BE REQUIRED. LIGHT WINDS SHOULD REMOVE MOST SURFACE DEBRIS (DUE TO THE PRODUCT SLOPE), BUT IF DEBRIS IS WET OR COMPRESSED, HIGHER WINDS MAY BE REQUIRED TO EFFECT SHEDDING. WE DO RECOMMEND AN OCCASIONAL WASHING OF THE MESH USING CLEAN WATER FROM A GARDEN HOSE. USING A SOFT BRISTLED CARWASH STYLE BRUSH IS IDEAL TO AUGMENT THIS EFFORT. A MILD SURFACTANT OF DEGREASER CAN ALSO BE USED DURING THIS MAINTENANCE. MILDEW OR MOLD CAN COLLECT ON ALL TYPES OF BUILDING PRODUCTS IF NOT CARED FOR CORRECTLY. THESE CONDITIONS CAN BE ERADICATED BY UTILIZING A 1 PART BLEACH AND 3 PART WATER SOLUTION DURING THE AFOREMENTIONED MAINTENANCE PROCESS. RINSE THOROUGHLY AFTER USE AND DO NOT EXCEED THE RECOMMENDED CONCENTRATION OF THIS CLEANERS. TO DO SO MAY CAUSE IRREPARABLE DAMAGE TO THE PRODUCT. ALWAYS FOLLOW MANUFACTURER’S INSTRUCTIONS OF THEIR CLEANING COMPOUNDS. CAULKING COMPOUNDS, TAR, AND SIMILAR SUBSTANCES CAN LEACH FROM SOME ROOFING MATERIALS AND MESH CLOGGING MAY OCCUR. TO REMOVE THESE SUBSTANCES, USE REASONABLE AMOUNTS OF MINERAL SPIRITS APPLIED DIRECTLY TO THE FOREIGN SUBSTANCE. TEST IN AN INCONSPICUOUS AREA FIRST TO ENSURE PRODUCT FINISH IS NOT COMPROMISED.

4. EXCLUSIONS/LIMITATIONS. THIS WARRANTY DOES NOT COVER:

- DAMAGE CAUSED BY ACTS OF GOD, INCLUDING HURRICANES, LIGHTNING, TORNADOS, THUNDERSTORMS, FLOODING, WINDSTORMS, HAIL, ETC.
- FAILURE TO PERFORM ROUTINE MAINTENANCE (REFER TO PROPER CARE AND MAINTENANCE SECTION ABOVE)
- DAMAGE OR PERFORMANCE FAILURES DUE TO IMPROPER INSTALLATION
- VANDALISM
- ALTERATIONS FROM ORIGINAL INSTALLATION
- DAMAGE CAUSED BY BUILDING OR HOME STRUCTURE SETTLING OR FOUNDATIONAL DISTORTION
- NATURAL WEAR CAUSED BY WEATHER, SALT AIR, ACID RAIN OR OTHER CAUSTIC ENVIRONMENTAL CONDITIONS
- HARMFUL CHEMICALS
- PRODUCT BEING USED FOR UNINTENDED PURPOSES OR IN AN INAPPROPRIATE MANNER
- PRODUCT BEING ALTERED, MODIFIED OR ADAPTED IN ANY WAY.

- PRODUCT BEING COMBINED, CONNECTED, OR OTHERWISE USED IN CONNECTION WITH ANY NON-LEAF SOLUTION® GUTTER GUARD PRODUCT OR COMPONENT*
- PANEL REMOVAL
- EXCESSIVE HEAT
- MOLD OR MILDEW ACCUMULATION
- CONTACT WITH DISSIMILAR MATERIALS** (SEE LIST BELOW)
- IMPACT OF FOREIGN OBJECTS
- PRODUCTS THAT HAVE BEEN PAINTED OR WHOSE SURFACE HAS BEEN ALTERED IN ANY FASHION
- FIRE DAMAGE
- CHANGES IN SURFACE COLOR RESULTING FROM CHALKING, FADING, SOILING OR STAINING. EXPOSURE TO ELEMENTS MAY CAUSE THESE CHANGES OVERTIME; THE DEGREE TO WHICH WEATHERING OCCURS WILL VARY DEPENDING ON AIR QUALITY, LOCATION AND OTHER CONDITIONS OVER WHICH WE HAVE NO CONTROL.
- DETERIORATION DUE TO AIR POLLUTION
- MESH CLOGGING DUE TO TREE SAP, PAINT, TAR, LEACHING ROOF OILS, BIRD OR INSECT DROPPINGS, OR OTHER ORGANIC/INORGANIC ACCUMULATIONS

*COMBINING A LEAF SOLUTION® MITER OR OTHER COMPONENT WITH ANY NON-LEAF SOLUTION® GUTTER GUARD PRODUCT OR COMPONENT VOIDS THIS WARRANTY.

** DIRECT CONTACT OF ALUMINUM PRODUCTS WITH CERTAIN DISSIMILAR MATERIALS, OR CONTACT WITH WATER RUN-OFF FROM DISSIMILAR MATERIALS, IS LIKELY TO CREATE CORROSION. ACCORDINGLY, CARE SHOULD BE TAKEN DURING INSTALLATION TO AVOID CONTACT.

5. OTHER TERMS AND CONDITIONS

A. DISPUTE RESOLUTION. ANY CLAIM UNDER THIS WARRANTY SHALL BE MADE IN WRITING AND SENT BY CERTIFIED MAIL TO LEAF SOLUTION, LLC AT THE PRINCIPAL ADDRESS IDENTIFIED AT THE TIME OF THE CLAIM AT THE DELAWARE DEPARTMENT OF CORPORATIONS WEBSITE. IF ANY DISPUTE ARISES BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS WARRANTY OR ANY LEAF SOLUTION® PRODUCT(S), ANY DISPUTE OR CONTROVERSY, WHETHER ARISING IN CONTRACT, TORT, STATUTE OR OTHERWISE, SHALL BE RESOLVED BY ONE OF THE FOLLOWING EXCLUSIVE MEANS:

EITHER PARTY MAY SEEK BINDING ARBITRATION BY ONE ARBITRATOR ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) UNDER THE AAA CONSUMER RULES IN EFFECT AT THE TIME THE CLAIM IS FILED (“AAA RULES”). COPIES OF THE AAA RULES AND FORMS CAN BE LOCATED AT WWW.ADR.ORG OR BY CALLING 1-800-778-7879. THE ARBITRATOR AND ARBITRATION SHALL BE LOCATED AND CONDUCTED IN ROCHELLE, VIRGINIA ALTHOUGH YOU AND WE BOTH CONSENT TO THE USE OF REMOTE TECHNOLOGY SUCH AS VIDEOCONFERENCING TO THE EXTENT AVAILABLE.

THE ARBITRATOR’S DECISION SHALL BE FINAL, BINDING, AND NON-APPEALABLE. JUDGMENT UPON THE AWARD MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. NEITHER PARTY SHALL SUE THE OTHER PARTY OTHER THAN AS PROVIDED HEREIN OR FOR ENFORCEMENT OF THIS CLAUSE OR OF THE ARBITRATOR’S AWARD; ANY SUCH SUIT MAY BE BROUGHT ONLY IN FEDERAL DISTRICT COURT FOR THE DISTRICT OR, IF ANY SUCH COURT LACKS JURISDICTION, IN ANY STATE COURT THAT HAS JURISDICTION. THE ARBITRATOR, AND NOT ANY FEDERAL, STATE, OR LOCAL COURT, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, UNCONSCIONABILITY, ARBITRABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT INCLUDING ANY CLAIM THAT ALL OR ANY PART OF THE AGREEMENT IS VOID OR VOIDABLE. HOWEVER, THE PRECEDING SENTENCE SHALL NOT APPLY TO THE CLAUSE ENTITLED “CLASS ACTION WAIVER.”

B. CLASS ACTION WAIVER. ANY CLAIM MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A REPRESENTATIVE PLAINTIFF OR CLASS REPRESENTATIVE IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING (“CLASS ACTION”). THE PARTIES EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN ANY CLASS ACTION IN ANY FORUM. THE ARBITRATOR SHALL NOT HAVE AUTHORITY TO COMBINE OR AGGREGATE SIMILAR CLAIMS OR CONDUCT ANY CLASS ACTION NOR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. ANY CLAIM THAT ALL OR PART OF THIS CLASS ACTION WAIVER IS UNENFORCEABLE, UNCONSCIONABLE, VOID, OR VOIDABLE MAY BE DETERMINED ONLY BY A COURT OF COMPETENT JURISDICTION AND NOT BY AN ARBITRATOR. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION.

C. APPLICABLE LAW. THIS LIMITED WARRANTY IS GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.