



24 Shore Drive, Templeton, MA 01468 (978) 939-5800

10-Year Warranty and 3-Day Rescission Contract

Information About the 10-Year Warranty

This warranty certifies that the guttering systems installed by BT Seamless Gutters are guaranteed for a period of ten (10) years from date of installation against sagging, pulling loose, leaking or not functioning properly due to improper installation. All claims may be submitted in writing or via email to BT Seamless Gutters. **This warranty is not transferable.**

What is NOT Covered under Warranty: This warranty shall not extend to any defect or product failure resulting from: (1) Natural, Act-of-God occurrences such as, but not limited to, lightning, hurricanes, hail, earthquakes, flood, tornadoes, and falling objects; (2) damage to the property or structure to which guttering system has been applied caused by settling, cracking, movement, shifting, distorting, or splitting including but not limited to structural failure of walls, roofs, foundations, fascia, or rafters; (3) inadequate or improper ventilation of the home, or accumulation of water, ice damming or mold due to structural deficiencies and/or insufficient drainage; (4) any deliberate act or negligence of the purchaser, workman, or any other person when installing or maintaining surfaces of structure to which materials have been applied; (5) normal wear and tear as per manufacturer specifications (in case of claim, manufacturing company will have final say if product has to be replaced); (6) color fading, staining, replacement of any rotten wood, water behind gutters without flashing, or any erosion; (7) any installed materials not provided by BT Seamless Gutters; (8) expansion or contraction of windows, siding, roofing, concrete or trim; (9) improper maintenance of guttering system by customer, including, but not limited to clogging caused by leaves or debris in gutter.

The main cause of customer complaints is gutters overflowing due to debris in the gutter. BT Seamless Gutters is not responsible for general maintenance, inspections, and cleaning of guttering systems. **Gutter cleanings are not covered by any warranty.**

PLEASE NOTE THAT A FEE WILL BE INCURRED IF IT IS DETERMINED THAT ANY WARRANTY CLAIM REPAIR IS NOT COVERED UNDER WARRANTY.

BT Seamless Gutters will not be responsible for any peripheral needs or issues related to the guttering system. This includes leaf build-up or clogging, cleaning dirty gutters, issues with drainage or dry-well system, etc. BT Seamless Gutters will not replace a component of the system if it is not faulty while replacing something that is faulty and under warranty.

BT Seamless Gutters is also not responsible for another person or contractor's work on the gutter system following our install. This includes but is not limited to a roofer changing the pitch

of the roof, the overhang of the shingle or any aspect of the roof as it related to the gutter system at the time of our install.

Installation, removal, repair, adjustment, tampering or re-installation of any BT Seamless Gutters guttering system or component by anyone other than BT Seamless Gutters voids any and all warranties within this document.

The customer has the duty to deliver payment in full **based on original contract price** for material and installation provided by BT Seamless Gutters in accordance with the payment terms set forth; failure to do so voids any and all warranties within this document.

BT Seamless Gutters shall not be liable for injury to persons or damage to property, structure, or contents, or for incidental, special or consequential damages for breach of any written or implied warranty on defects in workmanship.

KEEP THIS DOCUMENT FOR YOUR RECORDS. THIS DOCUMENT IS YOUR WARRANTY AND BECOMES EFFECTIVE UPON RECEIPT OF PAYMENT IN FULL. NO REGISTRATION OR SIGNATURE IS REQUIRED.

Information About the Exercise of the Right to Cancel

Right to Cancel

You have the right to cancel this contract within three (3) days of installation without giving any reason.

The cancellation period will expire after three (3) days from the date of installation.

To exercise the right to cancel, you must inform us (BT Seamless Gutters) of your decision to cancel this contract by a clear written statement (e.g. a letter sent by post, fax, or e-mail).

Effects of Cancellation

If you cancel this contract, we will void any outstanding balance and, if applicable, reimburse to you all payments made toward your balance.

We reserve the right to charge the purchaser, or make a deduction from the reimbursement, for any loss in value of any goods supplied if the loss is the result of unnecessary handling by you or any third party.

We will make the reimbursement without undue delay and no later than 10 business days after we receive your written statement of your decision to cancel.

We will also remove the guttering system from the property without undue delay and no later than 15 business days after we receive your written statement of your decision to cancel.