

Amerimax LIMITED WARRANTY: Hoover Dam®

OmniMax International, Inc. d/b/a Amerimax manufacturers Hoover Dam (the "Product") to meet our high standards. Consistent with those standards, we offer you, the purchaser, the following warranty:

Hoover Dam warrants to the purchaser that:

- the products covered by this warranty will be free from defects due to faulty materials or workmanship and keep gutters from clogging and overflowing due to the gutters or downspouts becoming full of debris that can typically collect in exterior roof gutters, such as leaves, twigs, or pine needles for a period of fifteen(15) years from the date of purchase.

The performance guarantee is subject to the exclusions, limitations, conditions in this warranty.

Exclusions / Limitations:

This warranty does not cover:

- damage related to faulty or improper installation;
- changes to surface color associated with caulking, dirt, or staining;
- accidental damage, impacts with foreign objects, or changes to the property structure;
- damage related to mold, mildew, surface deterioration due to air pollution or harmful chemicals, or exposure to excessive heat;
- acts of God;
- any expense or cost incurred to clear any blockage or obstruction which we determine to be below grade;
- products painted or otherwise altered after purchase;
- damage associated with any cause beyond our control;
- damage associated with your failure to perform routine required maintenance or debris removal from the top of the Hoover Dam product.

1. Due to normal weathering, the replacement product may differ from the product originally installed. We reserve the right to change or discontinue any design or color.
2. So long as the product is installed and maintained in the manner specified by Hoover Dam, the gutters will remain free of clogs and overflows due to filling with typical debris that can collect in gutters such as leaves, twigs, or pine needles.
3. Our obligations under this warranty shall not exceed the purchase price of any originally installed Hoover Dam product we find to be defective.
4. If Hoover Dam repairs or replaces a product under this warranty, the warranty applicable to the replacement material or repaired product will extend only for the time remaining under the original warranty.

5. THERE ARE NO WARRANTIES ON THIS PRODUCT EXCEPT AS SET FORTH SPECIFICALLY IN THIS WARRANTY. We are not liable to you for a breach of any other written or express warranties, such as any from dealers, contractors, installers, or distributors of the product.

6. We are not responsible for any consequential or incidental damages arising out of any breach of this express warranty or any other oral, written, or implied warranty that may apply to your purchase.

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

Submitting A Claim:

To submit a claim, contact us in writing at the address below during the warranty period and as soon as reasonably possible after discovering the defect:

ATTN: Hoover Dam Warranty
3449 Hempland Rd.
Lancaster, PA 17601

Provide us a copy of the original warranty registration form, a description of the claimed defect, and the date the defect was discovered. Hoover Dam reserves the right to investigate each claim and will notify you of any additional information necessary to process your claim.

Your Responsibility For Care and Maintenance:

Properly maintained, you can expect Hoover Dam to keep your gutters draining smoothly for many years. It is your responsibility to ensure proper debris removal from the top of the Hoover Dam to keep it working properly.

Hoover Dam's Responsibility Under This Warranty:

When you notify us consistent with the notice requirements above, we will investigate the claim. After we have investigated and validated your claim, if we determine there is a defect in the manufacture of the product, at our sole discretion, we will repair, replace, or refund the purchase price of the originally installed defective product. If we choose to replace the product, we will provide materials but will not be responsible for any cost to install the new product. If the product fails to perform as stated, Hoover Dam will cover the reasonable cost of labor to clear any obstructions in the product caused by the failure to perform as guaranteed, and Hoover Dam will repair or replace the product if required, subject to the limitations set out elsewhere in the warranty.