

Klean Gutter Leaf Guard™
Limited Manufacturer Warranty

This Limited Manufacturer Warranty (“Warranty”) is provided by MGP Manufacturing LLC (“MGP”) to you, the original purchaser (“You”).

Safely store this Warranty for future reference. Warranties are available for inspection prior to purchase at www.kleangutter.com.

≈ **INHERENT PRODUCT DEFECT – LIMITED 25 YEAR WARRANTY** ≈

MGP warrants to You, the purchaser, that the Klean Gutter Gutter Guard™ (the “Product”) will be free from defects in material and workmanship in the course of manufacture, and that the finish on the Product will not crack, chip, or blister under normal use and maintenance, if installed according to MGP specifications, for twenty-five (25) years from the date of purchase by You, subject to the other terms and conditions contained in this Warranty.

How to Obtain Warranty Service: Any written warranty claim must include the reason for the claim and include a copy of this Warranty. Claims must be submitted within 15 days of discovery of the claimed defect and within the applicable warranty period. Upon receipt of a proper claim, MGP may schedule an appointment to inspect the premises and the warranty claim within a reasonable period of time after having received the claim. If after inspection, or MGP’s waiver of such inspection, MGP determines that a valid claim exists under this warranty, MGP will, at MGP’s sole discretion, either (1) directly or through a preferred third party repair the Product, (2) provide You with a replacement Product or necessary component thereof, or (3) refund the purchase price of the Product. If MGP determines that the defect cannot be repaired, and MGP provides You with a new Product or component thereof, it shall be Your responsibility to arrange for and pay for installation. If MGP determines to repair or replace the Product or component thereof and if such as originally installed is/are no longer available, MGP shall have the right to substitute product(s) designated by MGP to be of equal quality. Repair or replacement of the Product or component thereto does not renew the warranty period. If, at MGP’s option, a purchase price refund is conveyed to You, then this warranty is terminated, and the repair, replacement, or removal of the Product shall become Your sole responsibility.

What Is Not Covered: This Warranty is granted by MGP to You, the original purchaser only and only materials manufactured by MGP are covered by this warranty. MGP does not warrant the installation of any product or component thereof. It is Your responsibility or that of Your selected agent that installed the Product to ensure that the Product has been properly attached to Your home according to MGP specifications without damaging the integrity of the Product. Subject to the other terms and conditions contained in this Warranty, aftermarket additions to the Product shall not void this warranty; however, in the event an aftermarket addition, in the reasonable view of MGP, directly caused fault with a warranted component of the Product, MGP retains the sole discretion to deny Your claim. In no event shall any after-market additions to the Product be warranted under this Warranty. All warranties assume normal and reasonable use of the Product or components thereof. Minor color or textural variations from lot to lot of product are not product defects. This warranty does not cover any other damage, workmanship, or material failure including, but not limited to, damage caused by occurrences beyond the control of MGP, such as settlement of the building, failure of the structure (including foundations and walls), use of incompatible accessories, installation-related damage, normal weathering, corrosive effects of salt air and chemical pollutants, excessive wear, scouring due to cleaning, normal fading, deterioration of caulking compounds, fire, flood, lightning, high winds, windblown objects, earthquakes, hurricanes, ice dams, icicles and/or ice storms, hail, atmospheric conditions or weather of catastrophic nature as defined by the U.S. National Weather Service, other acts of God, intentional acts, unreasonable use, vandalism, harmful chemicals (including harmful cleaning compounds and pesticides), pollution, airborne stains, moss, mold, mildew, or algae; warping or distortion due to exposure to excessive heat sources; any blockage or obstruction that is determined to be below grade; or misalignment caused by foliage, tree limbs or ladders placed against the Product or component thereof. This warranty does not apply to damages due to or arising from the identification, detection, abatement, encapsulation, or removal of mold, asbestos, lead-based products, or other hazardous substances inside or outside of the structure being improved. This Warranty will not apply to damages resulting from the failure to provide reasonable maintenance.

This Warranty shall not apply to (a) installation of the Product on gutters hung with straps, on roofs with rubber membranes or on wood shake roofs that have been sealed subsequent to installation, (b) water runoff or overshooting, which may be caused by long or steep valleys or roof designs that cause high volumes of water to be concentrated on a small section of the Product, (c) water dripping off the front drip edge or end caps, (d) the formation of icicles or the accumulation of snow and/or ice, (e) installations where gutters that are unprotected by the Product are tied into gutters protected by the Product, (f) where water will be filtered twice, (g) metal roofs that lack adequate snow guards, (h) any underground drain, (i) accumulation on the exposed surface of the Product of silt or of debris resulting from the severe deterioration of roof shingles, and/or (j) any leaves, debris, or discarded foliage sitting on the hood of the Product. MGP makes no representation regarding the elimination or prevention of ice formation with the installation of the Product. It is normal to see icicles on the outside of the Product. This condition can be severe where there is excessive heat loss from the roof. Please examine Your roof and eaves on a regular basis in cold weather and safely clear off any dangerous or overhanging icicles. In certain regions where moss, lichen, tree sap, or pine resin are prevalent in excessive amounts, or are often seen on your roof, the exposed surface of the Product may require periodic maintenance to prevent organic build-up and minor runoff. New roofs, or roof shingles that have been cut, broken, ripped, or torn may cause roof tar to leak onto the Product. In such cases the exposed surface of the Product may require spot cleaning to eliminate any tar buildup.

Direct contact of aluminum portions of the Product with certain dissimilar materials, or with water run-off from dissimilar materials, may result in corrosion to the Product. Care should be taken to avoid contact between the Product’s aluminum and dissimilar materials including dissimilar metals, concrete, stucco, asbestos siding, pressure-treated/pre-treated lumber, roofing materials, or roofing systems containing metallic granules or strips, or corrosive non-metallic materials. Any Product damage or defect resulting from contact with dissimilar materials shall not be covered by this Warranty.

Remedies and Rights: THIS WARRANTY OF MGP IS THE ONLY EXPRESS WARRANTY PROVIDED BY MGP. NO REPRESENTATIVE, AGENT, OR ANY OTHER PERSON HAS AUTHORITY TO ASSUME OR INCUR ON BEHALF OF MGP ANY OBLIGATION, LIABILITY, OR RESPONSIBILITY IN PLACE OF OR IN ADDITION TO THIS WARRANTY. IN NO EVENT SHALL THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BE LONGER THAN THE DURATION OF OWNERSHIP AND OCCUPATION BY YOU OF THE HOME ON WHICH THE PRODUCT IS INSTALLED. EXCEPT FOR THE WARRANTY PROVIDED HEREIN, MGP MAKES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT PERMIT ANY LIMITATION ON THE LENGTH OF AN IMPLIED WARRANTY, AND THEREFORE THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. MGP’S LIABILITY TO YOU (AND ANY VALID SUBSEQUENT TRANSFEREES) UNDER THIS WARRANTY IS LIMITED TO THE AMOUNTS RECEIVED BY MGP FOR THE PURCHASE OF THE PRODUCT. IN NO EVENT SHALL MGP BE OBLIGATED OR LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THEREFORE SOME OR ALL OF THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. THESE WARRANTIES PROVIDE SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.