

**PLEASE RETAIN PROOF OF PURCHASE AND PRODUCT MATERIAL TYPE FOR YOUR RECORDS.**

**YOU SHOULD OBTAIN THE MATERIAL INFORMATION FROM YOUR INSTALLER OR FROM THE PRODUCT CARTON LABEL.**

**THIS INFORMATION WILL BE NECESSARY IN THE EVENT THAT YOU FILE A WARRANTY CLAIM.**

**NAME:**

**PHONE:**

**E-mail ADDRESS:**

**WHERE PURCHASED / PURCHASE DATE:**

**WHAT DOES THIS WARRANTY COVER?** TJM Innovations manufactures GutterFoam (the "Product") in accordance with high standards and tight quality controls. **Manufacture:** TJM warrants to you, the owner of the property, at the time the Product is installed that the Product is free from defects in material and workmanship in the course of manufacture, and the Product will not deteriorate under conditions of ordinary wear if installed according to our installation instructions. This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty.

**Performance:** TJM warrants to you, the owner of the property at the time the Product is installed, that when installed in the manner specified by TJM, the Product will keep the interior of your gutters from becoming clogged and overflowing as a result of the gutter or downspouts filling with debris such as leaves, twigs, needles, or seeds. This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty.

**HOW LONG DOES THE COVERAGE LAST?** This registered 5 Year Warranty is for five years on the property where the Product is originally installed (Property). This Registered 5 Year Warranty may not be transferred or assigned. Under no circumstance is the Registered 5 Year Warranty more than 5 years from the date of original installation of the Product on the Property.

**WHAT WILL WE DO?** You must notify us as outlined below and we must validate the claim. Upon the notification and validation, we will undertake the following: If there is a defect in the manufacture of the Product, or the Product fails to perform as stated, at our sole option, we will repair, replace, or refund the purchase price or a portion thereof of the originally installed Product. In the event that we choose to replace the Product, we will only be responsible for providing materials, and will not be responsible for the cost of labor to install new Product. We will not be responsible for any cost or expense to clear any blockage or obstruction which is determined to be below grade. In no event will our obligations under this Warranty exceed the suggested retail price of the originally installed Product found to be defective. Any additional costs and expenses beyond these amounts are your responsibility. In the event of repair or replacement under this Warranty, the Warranty applicable to the replacement material or to the repaired Product will extend only for the time remaining under the original Warranty.

**WHAT DOESN'T THIS WARRANTY COVER?** This Warranty does not cover: damage of any kind resulting from faulty or improper installation; damage of any kind resulting from water flow caused by non-removal of debris located in areas where air cannot lift away debris, such as a sheltered roof area or overhang on a shallow pitched roof; changes in surface color resulting from chalking, fading, soiling or staining (exposure to the elements may cause changes over time; the degree to which weathering occurs will vary depending on air quality, the building's location and other local conditions over which we have no control); accidental damage; settlement; structural shrinkage or distortion of the property; fire; lightning, hurricane, tornado, windstorm, earthquake, hail or other acts of God; harmful chemicals (including harmful cleaning compounds and pesticides); fumes or vapors; surface deterioration due to air pollution; misuse or abuse; vandalism; airborne stains, mold and mildew accumulation; any cost or expense incurred to clear any blockage or obstruction which is determined to be below grade; impact of foreign objects; warping or distortion due to exposure to excessive heat sources (e.g., barbecue grills) or exposure to unusual or excessive reflective heat sources (e.g., skylight or window reflection, roofing materials, pools, decks, blacktop or concrete materials); products that have been painted or whose surface has been altered in any way without written authorization from TJM; damage of any kind resulting from failure to undertake care and maintenance of Product as provided for in the attached warranty documentation; or any other causes beyond our reasonable control.

The Product must be installed in accordance with the Installation Instructions, a copy of which are included herein and are available on our website [www.gutterfoam.com](http://www.gutterfoam.com). THIS WARRANTY IS NULL AND VOID IF THE PRODUCT IS NOT INSTALLED IN ACCORDANCE WITH THE INSTALLATION INSTRUCTIONS. FAILURE TO COMPLETE THE WARRANTY REGISTRATION APPLICATION IN FULL WILL PREVENT REGISTRATION OF THE WARRANTY AND THE WARRANTY WILL BE NULL AND VOID. WE EXCLUDE AND ARE NOT LIABLE FOR ANY DAMAGES TO PROPERTY OR PERSON WHICH ARISE OUT OF IMPROPER INSTALLATION OR FAILURE TO TAKE PROPER SAFETY PRECAUTIONS DURING THE INSTALLATION OF THE PRODUCT.

This Warranty covers only genuine TJM Product. It is your responsibility to verify the Product installed is genuine. Due to normal weathering, replacement Product may differ in color from Product originally installed on the Property. We reserve the right to discontinue or change any design or color of any of our Products at any time and 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.

OTHER THAN THE WARRANTIES EXPRESSLY PROVIDED FOR HEREIN, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE QUALITY OR PERFORMANCE OF THE PRODUCT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. WE ARE NOT LIABLE TO YOU FOR A BREACH OF ANY OTHER WRITTEN OR ORAL WARRANTIES, IF ANY, GIVEN TO YOU BY DEALERS, CONTRACTORS, INSTALLERS OR DISTRIBUTORS OF THE PRODUCT. WE EXCLUDE AND ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF ANY WARRANTY HEREUNDER, OR ANY OTHER WARRANTY, IF ANY, GIVEN TO YOU BY DEALERS, CONTRACTORS, INSTALLERS OR DISTRIBUTORS.

This Warranty gives you specific 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 WARRANTIES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**CARE AND MAINTENANCE** In most cases, normal debris is lifted away with a gentle breeze. In certain circumstances, debris may collect where air cannot lift away debris. These areas need to be cleared to keep TJM product working properly.

**HOW DO YOU SUBMIT A WARRANTY CLAIM?** You must submit your claim in writing to us within the Warranty period and within forty five (45) days after the defect is discovered. To initiate a claim, you should contact our Warranty Services

Department at TJM Innovations, 5519 W. Woolworth, Milwaukee, WI 53218 to receive a Warranty Claims Packet. You may be charged a fee to file your claim and the decision to charge a fee shall be made at TJM's sole discretion. In order to submit a warranty claim, you must provide your name, email address, and original receipt of purchase.

Any and all warranty claims shall be governed by and construed in accordance with the State of Wisconsin, without reference to the choice of law doctrine. Any proceedings in response to disputes with respect to the Warranty hereunder shall be held within the State of Wisconsin. ANY REPAIR OF THE PRODUCT UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM TJM WILL VOID THIS WARRANTY.