## Certificate of TRANSFER OF WARRANTY

to 2nd Property Owner

WARRANTY TRANSFER INSTRUCTIONS: THE ONE AND ONLY -NO-MAINTENANCE 20 YEAR LIFE-TIME WARRANTY may only be transferred one time by the original purchaser within the first ten years of purchase in conjunction with the transfer of the property in which the GUTTERS and ELIGIBLE GUTTER PROTECTION were originally installed.

No other transfer of this NO-MAINTENANCE LIFE-TIME WARRANTY is permitted.

To Transfer this NO-MAINTENANCE LIFE-TIME WARRANTY complete the warranty transfer section and return to AVALON within 90 days of the property transfer.

Mail the following to: Avalon Roofing and Exteriors 5017 Division Ave S Wyoming MI 49548 ATTEN: WARRANTY TRANSFER

INCLUDE: The warranty transfer portion of this certificate and a Money Order or Certified Check for \$200.00 made payable to: Avalon Roofing and Exteriors

Property Transferred From:
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Name

Street	
City	
State	Zip
Date of Installation	
Property Transferred To	o:
Name	
Street	
City	
State	Zip
Date of Transfer	

TRANSFER MUST BE SUBMITTED WITHIN 90 DAYS OF CHANGE OF OWNERSHIP

West Michigan's go-to Resource for All Things Home Improvement!



# WE KNOW YOUR HOME EXTERIOR NEEDS TO BE RELIABLEAND THAT'S WHY YOU CAN RELY ON AVALON!

45+ YEARS OF EXPERIENCE
LOCALLY OWNED AND OPERATED
FULLY LICENSED AND INSURED
FINANCING AVAILABLE
INDUSTRY LEADING PRODUCTS
INDUSTRY LEADING WARRANTIES
5 YEAR BASE WARRANTY

THE ONE AND ONLY

NO MAINTENANCE

20 YEAR LIFE-TIME

GUTTER WARRANTY

(WHEN YOU PURCHASE GUTTERS AND QUALIFYING GUTTER PROTECTION)

616-261-9927

CONTACT@AVALONBC.NET WWW.AVALONROOFS.COM







### NO MAINTENANCE 20 YEAR LIFE-TIME GUTTER WARRANTY

(WHEN YOU PURCHASE GUTTERS AND QUALIFYING GUTTER PROTECTION)



Name	
Street	
City	
State	Zip
Contract Number	
Date of Installation	
Champion Mesh	Leafree Gutter Rx

This warranty covers the purchased products installed at the home as identified in the Customer/Install Location section ABOVE. This Warranty is limited to the exclusions, limitations, conditions and requirements and legal rights stated in this Warranty.

#### THE LIFE-TIME MAINTENANCE PLAN

- One (1) time remove and re-Install for roof replacement at \$250 (Each additional time \$6 per ft)
- One (1) time per year gutter cleaning/maintenance-scheduled by Avalon (Up to Three (3) additional times per year At Customer Request)
- One (1) time per year inspection on or about the anniversary of install (Includes as needed maintenance)
- One (1) time transferable within the first 10 years of install with payment of warrantytransfer fee (\$200.00)

PLUS.....
NO LEAK GUARANTEE
WE GUARANTEE THE SEAMLESS
GUTTERS AGAINST LEAKING FROM END
CAPS AND/OR MITERED CORNERS.
EXCEPT WHERE EXPRESSLY EXCLUDED
IN THIS WARRANTY WE WILL SERVICE
THESE AREAS AS NEEDED FOR THE 20
YEAR LIFE SPAN OF THE GUTTER.

CLOG FREE GUARANTEE: WE WARRANT THAT THE GUTTER RX, LEAFREE AND CHAMPION NO-MAINTENANCE MESH PRODUCTS WILL KEEP GUTTERS FROM BECOMING CLOGGED AND OVERFLOWING AS A RESULT OF THE INTERIOR OF THE GUTTER AND DOWNSPOUTS FILLING WITH DEBRIS, SUCH AS LEAVES, TWIGS, NEEDLES, AND SEEDS.

#### WARRANTY LANGUAGE:

The Gutter material (extruded aluminum and ancillary parts) will be free from leaking, peeling, rotting, flaking, corrosion, blistering, chipping, splitting or cracking subject to the manufacturer's warranty during the Warranty Period. Avalon's warranty is limited to the installation, workmanship and maintenance warranties. Avalon will provide the labor to replace any materials that are found to have manufacturer's defects upon receipt of materials, reimbursement or guarantee of reimbursement by the manufacturer.

All other materials including, but not limited to, Basic Mesh, Gutter Rx, LeaFree, and Champion No-Maintenance Mesh are covered by the manufacturer's warranty, which shall be provided to Customer at installation.

If a defect occurs in an item which is covered in this Warranty, Avalon will repair or replace, or pay Customer the reasonable cost of repairing or replacing the defective item. Avalon's total liability under this warranty is limited to the cost of the original materials and installation of the product on Customer's home. Avalon will determine which remedy will apply, i.e., repair, replacement, or payment. Consequential Damages are excluded. Steps taken by Avalon to correct defects shall not act to extend the time limit of this Warranty.

EXCLUSIONS: The following are not covered under this Warranty:

- 1. Any damage to the extent that it is caused or made worse by:
  - a. Negligence, improper maintenance or improper operation by anyone other than Avalon or its employees or agents.
  - b. Failure by Customer or anyone other than Avalon to comply with the warranty requirements of any manufacturer.
  - c. Customer's failure to give notice to Avalon of defects within a reasonable time as determined by Avalon.
  - d. Changes, alterations, or additions made to the products by Customer or anyone other than Avalon.
- 2. Any loss or damage which Customer has not taken timely action to minimize.
- 3. Any defect in, or caused by, materials or work supplied by anyone other than Avalon or its subcontractors.
- 4. Normal wear and tear or normal deterioration.
- 5. Loss or damage not otherwise excluded under this Warranty which does not constitute a defect in the installation of the Gutters by Avalon.
- 6. Loss or damage resulting from accidents, riots and civil commotion, fire, explosion, smoke, water, falling objects, aircraft, vehicles, acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind driven water and ice-damming.
- 7. Changes in surface color of the material resulting from caulking, fading, soiling due to heat, cold, sunlight or other weather elements. Avalon reserves the right to change or discontinue any design or color, and replacement materials may differ in color.
- 8. Warping or distortion due to heat, cold, sunlight or other weather elements.
- 9. Mold and mildew accumulation, surface deterioration due to air pollution or harmful chemicals.
- 10. Any damage caused by soil movement or settling of the home
- 11. Bodily injury or damage to personal property for any reason.
- 12. Consequential or incidental damages for any reason

ROOFING AND EXTERIORS

#### SUBJECT TO:

The Warranty is subject to the following:

This warranty is subject to Customer's participation in Avalon's maintenance plan which includes a cost-free once yearly gutter cleaning and maintenance inspection performed by Avalon. If Customer fails to cooperate with yearly gutter cleaning and maintenance as required, this Warranty shall be void. It is Customer's sole responsibility to request additional gutter cleaning and maintenance.

While Gutter Rx, LeaFree and Champion No-Maintenance Mesh products are intended to keep gutters from filling with debris, such as leaves, twigs, needles, and seeds, the use of these products does not alleviate the need to perform yearly cleaning and maintenance. Seamless gutters purchased without optional gutter protection or only the "Basic Mesh" protection are expressly excluded from the Clog Free Guarantee and Maintenance Free Guarantee.

This warranty is eligible for a one-time transfer to a purchaser of Customer's home within the first 10 years after installation. In order for a transfer to be valid, Avalon must perform a pre-transfer inspection, and the transfer fee of \$250.00 dollars must be paid to Avalon within 30 days of the transfer of ownership of the home.

#### LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND AVALON'S ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. AVALON'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER FOR THE MATERIALS AND INSTALLATION, NOR SHALL AVALON UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.