



# American Construction Metals

## STEEL LIFETIME WARRANTY

### STEEL RAINWARE AND ACCESSORIES



#### **Buy ACM products with confidence knowing that:**

- ACM steel rainware and edge metal products carry a limited lifetime warranty.
- Material and Labor is covered.
- Doesn't require registration.

American Construction Metals manufactures Steel Rainware & Accessories including Gutter Coil in accordance with high standards and tight quality controls. The Products will not burn or support combustion, or split or crack due to cold weather because they are made of steel.

#### **WHAT DOES THIS WARRANTY COVER?**

American Construction Metals warrants to you, the owner of the property at the time the Products were installed, that the Products are free from defects in material and workmanship in the course of manufacture, and that the finish on the Products will not chip, peel, flake or blister under conditions of ordinary wear, if installed according to our specifications. This warranty excludes any areas of the material that are within  $\frac{3}{4}$ " of any edge that has been cut subsequent to the application of the paint to the substrate.

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?**

If you are an individual, this Limited Lifetime Warranty lasts for the life of the property on which the Products were originally applied ("Property") for as long as you own the Property. If you are not an individual (e.g., you are a corporation, condominium, cooperative housing arrangement, unincorporated association, school, church, government or public entity, etc.), the warranty period will be 50 years from the date of original installation of the Products on the Property, prorated as outlined in the Warranty Coverage Schedule contained within. This Limited Lifetime Warranty is limited to the original owner. Coverage will be 100% for ten years after the installation and prorated after that period. See Warranty Coverage Schedule section for details of prorated coverage.

#### **WHAT WILL WE DO?**

You must notify us in accordance with the notice requirements outlined below, and we must validate the complaint. In the event the manufacturer is denied access for an inspection, this warranty is null and void. Upon the notification and validation, we will undertake the following:

We will repair, replace or refund the purchase and installation price of the defective portion of our product that blisters, checks, crazes, flakes, peels or weathers unevenly due to a defect in our manufacturing process. Our obligations under this warranty will in no event exceed the purchase price of the originally installed Products found to be warrantable and the cost of the labor involved in the original installation of such defective Products. Any additional costs and expenses beyond these amounts are your responsibility. ACM will not pay or be responsible for any costs associated with or related to anything else affixed to the Material or building's roof, including but not limited to solar panels, or television antennas, moisture sensors, etc.

In the event of repair, replacement or refinishing under this Warranty, the Warranty applicable to the replacement material or to the repaired or refinished Products will extend only for the time remaining under the original Warranty.

If we elect to repair or replace Product under this warranty, we will also cover the reasonable labor costs for the applicable area, as determined by us.

#### **WHAT DOESN'T THIS WARRANTY COVER?**

This Warranty does not cover damage of any kind resulting from:

- Faulty or improper installation, including "oil canning" waving, buckling, or other distortions;
- Installation of our Product in direct contact with dissimilar materials as discussed in the final section of this warranty;
- Cracking or crazing of the Product's paint surface due to field forming of Products in cold temperatures; or material that has bends less than 2T for a sheet thickness of 0.0299" and thinner and bends less than 4T for a sheet thickness of 0.0300" and thicker.
- Changes in surface color resulting from chalking, fading, soiling or staining. Exposure to the elements may cause these 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 structure;
- fire;
- lightning, hurricane, tornado, windstorm, earthquake, hail, or other acts of God;
- harmful chemicals (including harmful cleaning compounds and pesticides);
- fumes, volcanic smog, or vapors; Warranty for material is not given within 30 miles of volcano.
- surface deterioration due to air pollution or seacoast environment; (no Warranty if installed product is within 1 mile of seacoast.)
- misuse or abuse;
- vandalism;
- airborne stains, mold and mildew accumulation;
- your failure (or the failure of subsequent Property owners) to provide reasonable and necessary maintenance of the Products (see "Care and Maintenance Instructions");
- 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., window reflection);
- Products that have been painted or whose surface has been altered in any way without written authorization from American Construction Metals;
- any other causes beyond our reasonable control; or
- Corrosion caused by contact with dissimilar materials, treated lumber, or direct salt spray.

#### **OTHER LIMITATIONS**

1. This Warranty covers only genuine American Construction Metals Steel Rainware and Accessories, including Gutter Coil. It is your responsibility to verify that the rainware and accessories installed are our Products.

2. Products are designed and intended for use as small flashings and water diverters, and should not be used as roofing material.

3. Due to normal weathering, replacement Products may differ in gloss and color from Products originally installed on the Property.

4. 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.

5. There are no warranties on these Products other than as set forth in this Warranty. We are not liable to you for a breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors of the Products.

6. WE EXCLUDE AND ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESSED WARRANTY, OR ANY OTHER ORAL, WRITTEN OR IMPLIED WARRANTY THAT MAY APPLY TO YOUR PURCHASE, AS IT RELATES TO OUR PRODUCTS.

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

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

**THESE DEFINITIONS APPLY TO THE TERMS USED:**

Coverage means the extent of our commitment to respond to any claim relating to the steel rainware and accessories.

Purchase and Installation Price means the sum of (a) the total original cost of the steel product that is defective or otherwise being replaced, plus (b) the total original cost of labor for the installation of the steel product that is defective or otherwise being replaced. If we cannot determine these amounts from original documents, we will compute the purchase and installation price using (i) our suggested retail price in effect at the time of the installation for the cost of material, (ii) labor rates prevailing in the area where the building is located at the time of installation and (iii) an estimated installation time for the cost of labor. Residence means regular or full-time permanent lodging by a single family.

Weathering means changes caused by exposure to sunlight, rain, air pollution, variations in temperature and other atmospheric conditions. Weathers Unevenly or Uneven Weathering, such as checker boarding, means uneven or non-uniform change in color of contiguous elements of aluminum under uniform, even and equal exposure to sunlight, natural radiation, rain, natural variations in temperature or other atmospheric conditions.

**HOW DO YOU SUBMIT A WARRANTY CLAIM?**

You must submit your claim in writing to us within the warranty period and within a reasonable period of time after the defect is discovered. To initiate a claim, you should contact our warranty services number at 1-608-365-0296 to receive a warranty claims packet.

If you would like to submit a claim request in writing please provide the following information: a description of the claimed defect and the date the defect was discovered; the date of original installation; and your name, address and phone number. Written claims should be sent to American Construction Metals, 1600 Park Avenue, Beloit, WI 53511, and Attention: Warranty Department.

American Construction Metals will provide notification of any additional information and physical evidence that may be required to process your claim. When a sample is required, it must be sent at the homeowner's expense. In the event the claim is approved and the homeowner wants the sample returned, there will be a \$25 handling fee.

ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM AMERICAN CONSTRUCTION METALS WILL VOID THIS WARRANTY. WARRANTY COVERAGE SCHEDULE PERCENTAGE OF PURCHASE PRICE OF ORIGINALLY INSTALLED NUMBER OF YEARS FROM PRODUCTS FOUND TO BE DEFECTIVE DATE OF ORIGINAL INSTALLATION FOR WHICH AMERICAN CONSTRUCTION METALS TO DATE OF CLAIM WILL BE RESPONSIBLE DURING THE ORIGINAL PURCHASER'S OWNERSHIP OF THE PROPERTY:

Number of Years from Date of Installation to Date of Claim	Percentage of Purchase Price of Originally Installed Products Found to be Defective for which ACM will be Responsible
0- 10 Years.....	100%
MORE THAN 10 Years BUT LESS THAN 15 years.....	50%
MORE THAN 16 Years BUT LESS THAN 20 Years.....	25%
21 Years or More .....	10%

\*Total claim cost of refund not to exceed original purchase and installation price.

**CARE AND MAINTENANCE**

American Construction Metals Steel Rainware and Accessories are some of the most durable building products materials available today for residential applications. In most cases, normal rainfall is sufficient to keep them clean. But if your American Construction Metals Steel Rainware Products should need cleaning, we recommend the following procedures. Particular attention should be given to areas under eaves, porches, awnings, and other overhangs that have limited exposure to the natural washing effect of rainfall.

1. Moderate Atmospheric Dirt — we recommend an occasional washing with clear water using a garden hose and soft-bristled brush (a long-handled, car-washing brush is ideal for this purpose).
2. Heavy Industrial Atmospheric Dirt — Wash in the manner indicated above, but use the following solution:
  - a. 1/3 cup detergent with less than .5% phosphate (Tide®, for example)
  - b. 1 gallon water
  - c. Follow up immediately with a clear water rinse.
3. Caulking Compounds, Tar and Similar Substances — Use mineral spirits in reasonable amounts and apply directly to the foreign substance. Immediately after cleaning, rinse the area thoroughly with water. CAUTION: Do not exceed the recommended concentrations of cleaners. To do so can cause damage to the Products' surface. Avoid skin and eye contact with the solution, and in all cases follow manufacturer's instructions for the use of cleaning compounds and solutions. Avoid use of abrasive-type cleaners and strong solvents. Test any cleaner on an inconspicuous area before applying to major areas. To minimize streaking, always clean from the bottom to the top and follow with a rinsing of clear water. Excessive scrubbing is unnecessary and can be harmful to the Products, and may cause undesirable glossy areas over the finish.

**FACTS ABOUT THE INSTALLATION OF AMERICAN CONSTRUCTION METALS STEEL RAINWARE PRODUCTS**

We designed and manufactured American Construction Metals Steel Rainware to perform best when installed by qualified applicators. While American Construction Metals does not assume responsibility for installation of its products, it does keep installers informed on new techniques and provides detailed installation instructions on all of its products. We frequently update our installation manuals with new and improved methods of application.

You should discuss any product adjustments with the dealer or applicator that did the work. These adjustments can best be made by the original dealer or applicator, since he or she is most familiar with your particular installation.

NOTE: Direct contact of steel products with certain dissimilar materials, or contact with water run-off from dissimilar materials, is likely to result in corrosion. Accordingly, care should be taken during installation to avoid contact of steel with dissimilar materials including dissimilar metals (e.g. copper, zinc, aluminum, etc.), concrete, stucco, asbestos siding, pressure treated/pretreated lumber, direct salt spray, roofing materials or roofing.