



Kaycan Ltd.

Aluminum Eavestrough, Soffit and Gutter Accessories

40 Year Prorated Limited Warranty

Issued To:

Name: _____

Address: _____

Product Installed: _____

Color: _____

Date: _____

Kaycan Ltd. (Kaycan), aluminum eavestrough, soffit and gutter accessories are made in accordance with Kaycan's high standards of engineering skills and quality control. Kaycan warrants that the Products properly installed on the home at the address and on the date shown hereon will not during the warranty period while affixed to the home described above leak as a result of indentations or perforations caused by hail. In addition, during the warranty period under conditions of ordinary wear, the Products properly installed on such home will not rust, burn or support combustion, split or crack due to cold weather or lose impact resistance with age, nor will the premium polyester finish applied to the Product chip, peel, blister or flake. The warranty period shall be for a period of 40 years from the date of installation, but subject to proration as provided below. This limited warranty covers only genuine Kaycan Products properly installed and is subject to the following conditions.

NON-PRORATED FIVE-YEAR WARRANTY

If the homeowner notifies Kaycan within five (5) years after installation that Products have failed to perform in accordance with the above standards, Kaycan, after validation of the complaint by inspection by Kaycan, will either repair, refinish or replace such Products at no cost to the OWNER. Kaycan may truly designate at its option among the foregoing alternatives or, at its option, in lieu of any of them and any of the alternatives provided under the prorated thirty-five year warranty below, refund a cash amount equivalent to the original purchase price for the Products.

PRORATED THIRTY-FIVE YEAR WARRANTY

If the homeowner notifies Kaycan during the remaining thirty-five (35) years of the warranty period that the Products have failed to perform in accordance with the above standards, Kaycan, after validation of the complaint by inspection by Kaycan, will, at its option, repair, refinish or replace the defective Products on the following pro-rated basis.

During the fifth year of the warranty period, Kaycan's share of the material cost for such repair, refining or replacement should be ninety percent (90%), and for each additional year thereafter through the 11th year, Kaycan's share of such cost shall be reduced 10% each year. During the 12th through the 19th years of the warranty period, Kaycan's proportion of such costs shall remain the same as for the 11th year. Starting with the 20th year of the warranty period, the cost of repair, refinishing or replacement assumed by Kaycan shall be reduced to 10% and shall continue at this percentage for the balance of the warranty period.

The basis for calculating prorated costs is as follows: material cost for repairing, refinishing or replacing any Products shall be the prevailing cost thereof in the geographic area of the installation at the time of repairing, refinishing or replacement, as the case may be.

Costs not contributed by Kaycan shall be paid by the home-owner before any repair, refinishing or replacement commences.

OTHER TERMS AND CONDITIONS

1. Original purchases of installations of Products containing such installations can qualify for warranty coverage while they continue to own such premises only by completing the "Application for Registration" cards attached below, having them validated by the dealer, applicator, contractor, builder or distributor in the case of the Application for Registration, and mailing them, all in accordance with the instructions therein.

2. To obtain warranty service, warranty claims stating the nature and extent of the claimed defect, address and date of installation and homeowner's name and telephone number must be sent to Kaycan Ltd., Customer Service Department, 3075 route Trans Canada, Pointe-Claire, Québec H9R 1B4, with a copy of the homeowner's warranty certificate.

3. Kaycan's obligations under this warranty shall be performed only by persons designated and compensated by Kaycan. The homeowner will provide free access for the performance of warranty inspections and services and be responsible for extra costs due to inability to gain access for warranty inspections or services after reasonable advance notice. Any repair, refinishing or replacement not authorized by Kaycan shall release Kaycan from all liabilities and obligations with respect to the Products involved.

4. The original warranty period is not extended by any warranty service or replacement, but the remaining warranty period continues in effect and applies under the conditions hereof of the warranty service or replacement.

5. Kaycan warrants the Products only against defects due to faulty design or manufacture, not against damage due to other causes, such as (but not limited to) earthquake, flooding, standing water, hurricane, tornado, windstorm, hail (except to the extent expressly provided herein), falling or wind-borne objects, collision, riot, insurrection, vandalism, lightning, fire, explosion, distortion, shifting, settling or shrinkage of structural members or adjoining surfaces, exposure to harmful chemicals or materials, fumes, vapors or salt spray, directly applied or in the atmosphere, faulty installation, misuse, abuse, negligence, failure to provide periodic maintenance in accordance with the instructions on the other side hereof.

6. If Kaycan elects to replace any Products under this warranty, it may substitute Products designed by it to be of comparable quality or price range. If Kaycan elects to refinish any Products, it may use different coating materials and different methods of applying the same.

7. THE DURATION OF ANY IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY, SHALL BE LIMITED TO THE WARRANTY PERIOD SET FORTH HEREIN (SUBJECT TO PRORATION AS PROVIDED ABOVE). THE REMEDIES SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY IMPLIED WARRANTY EXCEPT AS IS EXPRESSLY SET FORTH IN THIS WARRANTY, OR REQUIRED BY ANY IMPLIED WARRANTY LIMITED AS PROVIDED HEREIN. KAYCAN MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS AND/OR MERCHANTABILITY WITH RESPECT TO THE PRODUCTS. THE REMEDIES SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO SUCH PRODUCTS. KAYCAN SHALL HAVE NO OTHER LIABILITY OR OBLIGATION WITH RESPECT TO SUCH PRODUCTS. KAYCAN SHALL HAVE NO OTHER LIABILITY OR OBLIGATION WITH RESPECT TO SUCH PRODUCTS, INCLUDING WITHOUT LIMITATION, LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR OTHERWISE.

8. This writing embodies the entire warranty of Kaycan and NO OTHER WARRANTIES are given beyond those set forth herein. ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and are not part of this agreement or any other contract for sale. Kaycan neither assumes nor authorizes anyone (including but not limited to dealers, contractors, builders, applicators and distributors) to assume or create for it other obligations or liabilities in connection with its products or to alter, amend or modify in any way any term or provision of this warranty.

WARRANTY REGISTRATION CERTIFICATES MANDATORY

Completion and submission of the attached "Application for registration" within the time limits and in accordance with the instructions hereon is a condition precedent to warranty coverage. There is no warranty coverage if the "Application for registration" is not completed, validated and mailed to Kaycan as instructed.

Certificate Number _____