



# LIMITED WARRANTY



Berger Building Products, Inc. ("Berger") and/or Amerimax Home Products, Inc. ("Amerimax") hereby provide this limited warranty for DrySnap® Under-Deck Drainage Ceiling products manufactured or supplied by Berger/Amerimax, which products are referred to herein as "DrySnap" or "DrySnap Products" or "the Products." DrySnap is an under-deck water drainage system designed to collect and divert rain water to a user specified location in residential and light commercial settings.

### What does your warranty cover?

- Any defect in DrySnap materials or workmanship that arises during the term of this warranty.

### What is the duration of your warranty?

- Ten (10) years from the date of original consumer purchase, provided that this Warranty is registered with Amerimax within thirty (30) days after the date of original consumer purchase. The Warranty Registration Card is attached to the bottom of this Warranty.
- This Warranty terminates automatically upon the transfer of DrySnap Products to any individual or entity other than the original consumer purchaser.

### What will we do?

- Repair or replace, at the option of Berger/Amerimax, defective DrySnap Products, at no expense to you, within a reasonable time after we receive your claim that the Products are defective. Original DrySnap Products replaced by Berger/Amerimax become property of Berger/Amerimax.
- Any repaired or replaced DrySnap Products are warranted under the same terms as this Limited Warranty for the remainder of the ten (10) year warranty period on the original Products.

### How do you obtain warranty service?

- In order to receive warranty service, you must contact Berger/Amerimax at the toll-free number provided below within thirty (30) days after discovering that your DrySnap Products have a defect in materials or workmanship, and within the ten (10) year warranty period, whichever is shorter.

- Proof of original consumer purchase of the DrySnap Products may be required in order to validate warranty eligibility. If the DrySnap Products require repair or replacement, you may receive instructions on how to ship the defective Products, at your expense, to Berger/Amerimax or the location of the nearest Berger/Amerimax Authorized Service Provider. If the DrySnap Products are not insured and they are lost or damaged during transit, you are responsible for such loss or damage.

### What is not covered by your Warranty?

- Improper installation, storage, handling, transportation, or related service of DrySnap Products, including failure to comply strictly with any standards, procedures, or warnings detailed in the installation guidelines and instructions, or failure to comply strictly with applicable building codes. Any such activities will void this Warranty.
- Labor. Any installation, removal, or reinstallation costs associated with replacing defective DrySnap Products are the sole responsibility of the purchaser.
- Damage from misuse, unauthorized modification, or neglect, including impact of foreign objects.
- Cosmetic problems resulting from normal wear and tear under ordinary use, which do not affect the performance or use of the DrySnap Products, including discoloration or mildew.
- Damage to DrySnap Products from contact with deck cleaning chemicals, oil-based deck stains and other petroleum-based products, grease drippings, or heat from sources such as grills, laundry vents, and hot tubs.
- DrySnap Products that have been used for any purpose other than under-deck water drainage, or that have been installed greater than thirty (30) feet above ground level.
- DrySnap Products that have been removed or reinstalled after their initial installation.
- Damage from defects in, failure of, or harm to any structure to which DrySnap Products are attached.

## Warranty Registration Card DrySnap® Under-Deck Drainage Ceiling

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Where Purchased: \_\_\_\_\_

Purchase Date: \_\_\_\_\_

Product Type(s): \_\_\_\_\_

This Warranty must be registered with Amerimax within thirty (30) days after installation. Please detach this Card from the Warranty document, and mail or fax the completed Card to:

AMERIMAX HOME PRODUCTS, INC.  
P.O. 4515  
Lancaster, PA 17604-4575  
800-347-2586 (phone)  
717-299-2194 (fax)  
www.drysnap.com

# DRYSNAP® LIMITED WARRANTY (CONT'D)

## What is not covered by your Warranty? (CONTINUED)

- Property damage allegedly caused or affected by DrySnap Products.
- Personal injury arising from contact with or exposure to DrySnap Products.
- Damage from theft, vandalism, acts of war, and natural disasters, including but not limited to hurricanes, tornadoes, hail, earthquakes, lightning, wind in excess of seventy (70) miles per hour, and other Acts of God.
- DrySnap Products purchased or used outside the United States of America, or not manufactured or supplied by Berger/Amerimax.

## What additional provisions should I be aware of?

- DrySnap Products are designed, recommended, and warranted only for use in under-deck water drainage, and do not provide any structural support. Because it is impossible for us to know the purposes for which you acquired DrySnap™ Products or the uses to which the Products will be put, you assume full responsibility for the selection of the Products and for their installation and use. Berger/Amerimax does not warrant that the functions of the Products will meet your requirements, but only that the Products will not contain defects in materials or workmanship for the duration of this Warranty.
- DrySnap Products are effective under ordinary weather conditions, including normal wind and rainfall. Under extreme weather conditions, including high wind and rainfall situations, some amount of rainfall or runoff may escape the system. Customers should take precautionary measures to avoid damage to property that may occur under such extreme weather conditions, because Berger/Amerimax does not warrant that the DrySnap Products will prevent damage to property.
- Customers should periodically flush out debris that may accumulate between the deck and the DrySnap ceiling.
- This Warranty is governed by the laws of the State of Georgia, excluding its conflict of laws rules.

## How does state law relate to this Warranty?

- This Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.



BERGER BUILDING PRODUCTS, INC.  
805 Pennsylvania Blvd  
Feasterville, Pennsylvania 19053-7878

Toll-Free Phone Number: 800-523-8852

## Disclaimer and Limitation of Remedy

- REPAIR OR REPLACEMENT SHALL BE YOUR **SOLE AND EXCLUSIVE REMEDY** IF THE DRYSNAP PRODUCTS ARE DEFECTIVE. TO THE EXTENT NOT PROHIBITED BY LAW, BERGER/AMERIMAX DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EXCEPT AS STATED HEREIN. NO REPRESENTATIVE OF BERGER/AMERIMAX HAS AUTHORITY TO MAKE REPRESENTATIONS OTHER THAN THOSE STATED HEREIN.
- ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL BERGER/AMERIMAX, OR ANY DEALER, DISTRIBUTOR, OR AUTHORIZED SERVICE PROVIDER, BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE ORIGINAL PURCHASE PRICE OF THE DRYSNAP PRODUCTS. THIS LIMITATION APPLIES TO DAMAGES OR LOST PROFITS OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, GENERAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF BERGER/AMERIMAX, OR ANY DEALER, DISTRIBUTOR OR AUTHORIZED SERVICE PROVIDER, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OF ANY CLAIM BY ANY OTHER PARTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.



AMERIMAX HOME PRODUCTS, INC.  
450 Richardson Drive  
Lancaster, Pennsylvania 17603-4036

Toll-Free Phone Number: 800-347-2586