| **Issue Date: 09/03/2025** | **Project Number: 2508-7493161-01** |
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| **Owner Name: Ali Alyan** |
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| **Property Address: 650 Shining Water Drive, Carol Stream, Illinois, 60188, United States** |
| **Products Installed: Seamless Gutter System**  |
| **Date Installed (Effective Date of Warranty): 9/3/2025** |

This Warranty Certificate is **subject to** all terms, conditions, limitations, and definitions contained in the primary **Contract and Terms and Conditions** agreed between TTLC and the Owner for the gutter work. All applicable provisions of that Contract (including any general Terms and Conditions of TTLC, Inc.) are hereby incorporated into this Warranty by reference. In the event of any conflict or inconsistency between the provisions of this Warranty Certificate and the provisions of the signed Contract (including its Terms and Conditions), the terms of the Contract shall **prevail** and govern to the extent of that conflict. This Warranty is intended to supplement and not replace the contractual terms, and should be interpreted consistently with the Contract. If a term is defined in the Contract, that definition applies to this Warranty as well (unless expressly modified herein).

**TTLC, Inc. Gutter Replacement Workmanship Warranty Certificate**

1. **Warranty Coverage and Term:** TTLC, Inc. (“TTLC”) warrants to the Owner of the above-referenced property that the gutter installation performed by TTLC will be free from defects in workmanship for a period of three (3) years from the date of completion (the “Warranty Period”). If, within this Warranty Period, a failure in TTLC’s workmanship causes the gutters to leak, pull away, or otherwise fail, TTLC will, at its sole expense, repair the affected portion by supplying the labor and standard materials necessary to correct the defect.
2. **Activation of Warranty:** This Workmanship Warranty becomes effective only after the Owner’s gutter contract has been paid in full and the account is in good standing. No coverage under this Warranty will be in force until TTLC has received full payment for the installation.
3. **Transfer of Warranty:** This Warranty is issued to the original Owner and is non-transferable.
4. **Scope of Coverage:** This Warranty applies only to gutters, downspouts, and accessories installed by TTLC as part of the above-referenced project. It covers defects in workmanship only. Any components not installed or expressly replaced by TTLC, or damage caused by third parties, are excluded from this Warranty.
5. **Storm Damage Inspection Requirement:** In the event that the property is subjected to a significant storm or severe weather event (including, but not limited to, hail, high winds, tornadic activity, or similar Acts of God), the Owner is required to notify TTLC within ten (10) days of the event and request a complimentary post-storm inspection. TTLC will perform an inspection at no cost to the Owner to assess any storm-related damage. As a condition of this Warranty, the Owner must **not** permit any other contractor, inspector, or insurance adjuster to climb, inspect, or perform work on the gutters **prior to** TTLC’s inspection, except with TTLC’s prior written consent. Failure to provide timely notice to TTLC or allowing unauthorized persons to disturb or access the gutter following a storm event will **void** this Warranty. The Owner shall provide TTLC reasonable access to the roof and gutter system to perform any required post-storm inspections, and the Owner agrees to cooperate with TTLC in scheduling such inspection promptly after a major weather event.
6. **Warranty Claim Procedure:** If the Owner believes there is an issue with the work that this Workmanship Warranty may cover, the Owner must submit a claim to TTLC in writing (an email to Warrany@ttlcinc.com or a physical letter to TTLC’s office is acceptable) or by visiting https://www.ttlcinc.com/warranty-claims/. The claim notice should describe the observed problem and the date it was first noticed, and include any available photographs or evidence of the condition causing concern. Upon receiving a warranty claim, TTLC will contact the Owner to schedule a site inspection, which will be conducted within ten (10) days of TTLC’s receipt of the claim notice (weather and access permitting). TTLC will examine the gutter system to determine if a defect in TTLC’s workmanship is the likely cause of the issue.
	1. **If a Covered Defect is Found:** TTLC will repair or correct the workmanship defect at no cost to the Owner, in accordance with the coverage described in Section 1. TTLC will use its own crews and will furnish all necessary labor and standard materials to fix the issue identified as a covered workmanship problem. Repairs will be performed within a reasonable time frame, weather and scheduling permitting, after the inspection.
	2. **If No Covered Defect is Found:** If TTLC’s inspection determines that the reported problem is **not** attributable to a defect in TTLC’s workmanship (for example, if the issue is caused by an excluded condition listed in Section 8 of this Certificate, such as a ventilation issue, a product failure, or other external factor), then TTLC will inform the Owner that the Warranty does not apply to the issue. In such a case, TTLC will not perform repairs under the free coverage of this Warranty. **At the Owner’s request**, TTLC can provide a proposal to repair the issue as a normal paid service (or the Owner may hire another professional at their own expense); however, such work would not be covered by this Warranty. TTLC also reserves the right to charge the Owner a reasonable trip or inspection fee (minimum of $250) to cover the cost of the inspection, in the event the problem is determined to fall outside of Warranty coverage (e.g., no workmanship defect is found). To avoid unnecessary service charges, **Owners are encouraged to review the list of common non-warrantable issues in Section 8 and ensure that routine maintenance has been performed (see Section 7) before filing a warranty claim.**
	3. Repairs deemed necessary and covered under this Warranty will be scheduled during the Contractor’s standard working hours (Monday through Friday, 8:00 AM to 5:00 PM, excluding holidays, hereinafter “Working Hours”), unless extended by the Contractor. The Owner agrees to provide reasonable access to the property during these hours to complete the repairs. For repairs requested outside of Working Hours, the following scheduling fees will apply:
		* 1. $150.00 for weekday repairs outside Working Hours.
			2. $275.00 for Saturday repairs.
			3. $390.00 for Sunday repairs.
	4. The Owner may reschedule a repair appointment once with at least 24 hours’ notice. Rescheduling requests made with less than 24 hours’ notice or any additional rescheduling beyond the first request will incur a $150.00 rescheduling fee per occurrence. The Owner acknowledges that failure to provide access to the property within seven (7) days of the Contractor’s request to schedule repairs, or rescheduling more than two (2) times without reasonable cause, will result in the Contractor deeming the Warranty obligation fulfilled. At the Contractor’s sole discretion, the Contractor may choose to complete the repairs despite the Owner's failure to comply with the scheduling policy.
7. **Owner Maintenance Responsibilities:** Proper care and maintenance of the gutter system are essential to ensure the full benefit of this Warranty. The Owner is responsible for performing and arranging regular maintenance on the gutter and related systems, in accordance with standard home maintenance practices and any applicable manufacturer guidelines. **At a minimum, the Owner must:** keep the surface, gutters, downspouts, and roof drains (if any) clear of leaves, debris, and obstructions; maintain all flashings, seals, and caulked areas in good condition **(replacing or re-caulking seals around endcaps, miters, and dorp outlets pipes, and other penetrations as they age or crack)**; ensure proper drainage of downspout drains if tied into an alternative drainage system, ; and promptly address any minor issues or damage to the gutters that are not covered by this Warranty to prevent them from worsening. Failure to reasonably maintain the gutter system and its components may result in deterioration that is not covered by this Warranty, and neglect of maintenance can **void** this Warranty if such neglect contributes to a gutter problem. In addition, if the Owner discovers a leak or water infiltration coming from the gutter system, the Owner must make a good-faith effort to notify TTLC within **24 hours and no later than 72 hours** of first observing the leak. Prompt notification can mitigate damage and allow TTLC to inspect and advise on next steps. If the Owner fails to timely notify TTLC of a known active leak, TTLC will not be responsible under this Warranty for any resulting or progressive interior damages or mold; in such cases TTLC’s responsibility will be limited to repairing the actual workmanship defect in the gutter system (per the terms of this Warranty), and any other repairs for consequential damage will be the Owner’s responsibility.
8. **Exclusions from Coverage:** This Warranty is **limited** to defects in TTLC’s workmanship and **does not cover** any leaks, failures, or damages that are caused in whole or in part by factors other than TTLC’s installation workmanship. **No coverage** shall be available under this Warranty for issues or damage attributable to any of the following, including but not limited to the excluded causes or conditions:
	1. **Natural Disasters / Acts of God:** Any extreme or unusual natural event, including but not limited to hurricanes, tornadoes, straight-line winds, derechos, hailstorms, lightning strikes, earthquakes, flood, fire, or other acts of God or nature. These events are beyond the control of TTLC and are typically covered (if at all) by the Owner’s property insurance, not by this Workmanship Warranty.
	2. **Structural or Design Issues:** Deficiencies or failures in the design, construction, or structure of the building or roof not attributable to TTLC’s work. This includes structural settling, shifting, sagging, or distortion of the roof deck, fascia or supporting structure; inadequate slope or structural support; inherent design flaws in the roof or building; or any structural changes or failures of the building that affect the gutter system’s integrity.
	3. **Product or Material Failures:** Any failure, defect, or malfunction of the gutter materials or other products used in the gutter system that is not caused by an installation error. (Such defects may be covered under a **manufacturer’s product warranty**, which is a separate warranty provided by the product manufacturer, subject to its own terms. TTLC is not responsible for manufacturer defects or for administering manufacturers’ warranties.)
	4. **Normal Wear and Deterioration of Caulk/Sealants and Similar Components:** Any wear, cracking, drying, or deterioration of caulking, sealant, or adhesive that seals penetrations or flashing joints. Components of the gutter system that rely on caulk or sealant are **particularly susceptible to weathering over time** and require routine inspection and maintenance by the homeowner. These sealed or caulked elements and their periodic re-sealing are **excluded** from warranty coverage and are considered normal homeowner maintenance. Leaks or water entry resulting from deteriorated or missing sealant, cracked caulk, or other maintenance-related failures of this nature are not workmanship defects and thus are not covered by TTLC.
	5. **Ice Dams / Ice Damming:** Ice dams forming at the eaves or edges of the roof (typically caused by escape of heat from the interior, inadequate insulation, or peculiar weather conditions) and any leaks or damage resulting from backed-up melting snow or ice are not covered by this Warranty. Ice dam-related issues are considered a byproduct of thermal conditions in the home and winter weather, rather than a gutter system workmanship defect.
	6. **Damage by Animals, Pests, or Organic Sources:** Any damage to the gutter system components caused by animals, birds, insects, or pests (such as chewing, nesting, burrowing, or impact by animals). Likewise, intrusion or damage caused by tree limbs or other plant growth (e.g. overhanging branches, falling limbs, moss or algae growth) is not covered. The Owner should take care to maintain surrounding trees and address pest issues as part of home maintenance.
	7. **Vandalism, Misuse, or Negligence:** Any damage or problems caused by acts of vandalism, unauthorized people climbing or walking on the gutter system, improper use of the gutter system (e.g. using it as a storage surface or terrace unless designed for such), or negligence by any person (including the Owner or occupants of the home). This also includes damage from the placement of foreign objects on the gutter system or accidental damage (for example, scratches from ladders, impact from tools, equipment, or toys).
	8. **Alterations or Work by Others (Post-Installation):** Any alterations, additions, or repairs made to the gutter system after TTLC’s installation **that are performed by anyone other than TTLC**. This exclusion covers any post-installation penetrations or attachments, such as the installation of gutter guards or leaf filters, or similar items by a third party. It also covers any repair or patchwork on the gutter system done by another gutter contractor or by the Owner. **Any such unapproved third-party work will void this Warranty.** (If the Owner needs to have gutter covers or leaf filters installed on the gutter system, they are encouraged to contact TTLC to either perform the work or re-seal/inspect the area afterward to help preserve the Warranty.)
	9. **Pre-Existing or Unrelated Conditions:** Any leaks or damage that originate from areas of the property beyond the scope of TTLC’s gutter work. For instance, water intrusion caused by defects in adjacent siding, windows, chimneys (masonry or structure issues), gutters or downspouts, stucco, or any other building components not installed by TTLC is not covered. Similarly, if TTLC did not replace certain sections or accessories during the installation at the Owner’s direction or due to agreed scope (for example, re-using an existing gutter guards or leaf filters or partial downspout replacement), then failure of those **existing components** is not covered by this Warranty.
	10. **Chemical or Pollutant Damage:** Any damage to the gutter system materials or components caused by exposure to chemicals, oils, acids, fumes, ash, or other harmful substances or pollutants. This includes damage from industrial emissions, airborne chemical spills, or other environmental contaminants that deteriorate the gutter materials. Such damage is outside the scope of normal gutter work and is not covered by this Warranty.
	11. **Zebra or Tiger Stripping:** This Warranty does not cover “zebra striping” or “tiger striping”, a natural phenomenon that appears as vertical streaks or dark lines on the exterior surface of gutters. Zebra striping is caused by the natural flow of rainwater carrying airborne pollutants, roof oils, dirt, or organic material that adheres to the outer surface of the gutters. It is a cosmetic condition, not a defect in workmanship or material, and is not covered under this Warranty.

If a leak or damage is found to be caused by any of the above Exclusions, it is **not covered** under this Warranty. In such cases, the Owner would need to seek repair through insurance or at their own expense. Furthermore, if an excluded condition (such as those listed above) occurs and is not corrected, it may compromise the integrity of the gutter system; TTLC shall not be responsible for resultant damages, and the presence of unrepaired excluded conditions may render this Warranty null and void. **However,** at the Owner’s option, the Owner may hire TTLC (at normal cost) to repair an issue caused by an excluded condition. If TTLC is hired to fully correct an excluded problem, TTLC may, at its discretion, reinstate or continue this Workmanship Warranty afterward for the remaining term, so that coverage may continue for other workmanship issues. (Any such decision by TTLC will be confirmed in writing after the repairs.)

1. **TTLC’s Inspection and Documentation Rights:** TTLC reserves the right to conduct periodic inspections of the gutter system during the Warranty Period and to document the condition with photographs or other records. These inspections may be performed by TTLC **at reasonable times and with prior notice to the Owner**, and may occur in connection with evaluating a warranty claim or for routine quality assurance purposes. By accepting this Warranty, the Owner agrees to provide TTLC or its representatives access to the roof and property, at mutually agreeable times, for the purpose of examining the roof and gutter system or taking photographs/measurements. TTLC may use any photographs or documentation from such inspections to verify the existence or extent of claimed issues, to confirm that the roof and related gutter system remain in proper condition, and to maintain a record of the roof’s and gutter system’s condition over time. Such documentation will also be used to support or deny warranty claims as appropriate. TTLC’s exercise (or non-exercise) of these inspection rights shall not relieve the Owner of their own responsibilities under Section 7, nor will it extend the Warranty term; these rights are intended to help administer the Warranty and ensure the installation’s integrity over its lifespan.
2. **Limitation of Warranty and Liability:** This document provides a **limited warranty** for the workmanship of the gutter system and sets forth the **exclusive remedies** available to the Owner. TTLC’s liability under this Warranty is **strictly limited** to the repair of actual defects in its own installation workmanship, as provided in Section 1. The parties agree that the Owner’s sole and exclusive remedy against TTLC for any claim arising out of the gutter work is for TTLC to perform the necessary repairs to correct covered workmanship issues, and that no other remedy (such as refund or replacement by a third party) is available under this Warranty. TTLC is **not liable or responsible** for any loss, damage, or expense except as expressly set forth in this Certificate. By way of clarification (and not limitation): **TTLC does not assume responsibility for any design or structural issues** relating to the roof or the building; **TTLC is not responsible for any defects or failures in the roofing materials or products** themselves (which may be separately covered by manufacturer warranties); **nor is TTLC responsible for any alterations, additions, or repairs performed by others** after TTLC’s installation (as noted, such third-party work voids this Warranty). Any such matters are outside the scope of this Warranty. The Owner understands that manufacturer warranties for products (shingles, underlayment, etc.) are separate obligations of the manufacturers, and any claims under those must be directed to the manufacturer (with possible assistance from TTLC as a courtesy, but TTLC assumes no liability for manufacturer obligations).
3. **No Other Warranties:** TTLC disclaims any and all other warranties, express or implied, that are not expressly provided in this Certificate. No warranty of fitness for a particular purpose or merchantability is given or should be implied with respect to the gutter work, beyond the specific promises stated herein. This Warranty Certificate supersedes and replaces any other oral or written warranties or representations regarding TTLC’s workmanship. No agent or representative of TTLC has the authority to extend or modify this Warranty, or to make any other warranty, unless such change is in writing and signed by an officer of TTLC.
4. **Limited Liability for Damages:** Under no circumstances shall TTLC be liable for any incidental, special, indirect, or consequential damages arising out of any breach of this Warranty or relating to the gutter work. This means TTLC will not be responsible for things like personal injury, damage to interiors or personal property, loss of use of the property, loss of profits, or any other consequential losses that may result from a gutter leak or defect. TTLC’s obligation is limited to repairing the gutter itself as described. In no event will TTLC’s total liability exceed the reasonable cost of performing the necessary repairs to fulfill its obligations under this Warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply in every jurisdiction, but in any case, TTLC’s liability is intended to be **limited to the fullest extent permitted by law**. At no time will TTLC’s liability exceed the contract price actually paid to TTLC by the Customer.
5. **Relationship to Contract; No Withholding of Payment:** Any repair or corrective work performed by TTLC under this Warranty is agreed to be warranty service and **not** an admission of any breach or wrongdoing in the original installation. Such warranty service shall not be construed as a waiver of TTLC’s rights under the original contract. The Owner further agrees that the existence of a repair obligation under this Warranty does not entitle the Owner to refuse or delay any payment due under the original gutter contract. (All contract payments are due as agreed, and this Warranty’s validity is contingent on full payment as noted in Section 2.)
6. **Governing Law and Attorneys’ Fees:** This Warranty shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles. In the event of any dispute, claim, or lawsuit arising out of or relating to this Warranty or the gutter work performed, the parties agree that such dispute shall be resolved in accordance with the dispute resolution provisions of the gutter contract (if specified). If no specific forum or method is designated, then the dispute may be brought in a court of competent jurisdiction in the State of Illinois. **Attorneys’ Fees:** If legal action is taken to enforce or interpret this Warranty, the **prevailing party** in such action shall be entitled to recover its reasonable attorneys’ fees and court costs in addition to any other relief awarded. This provision for fees and costs shall include any fees/costs incurred on appeal or in collection of a judgment. The rights and remedies provided to TTLC under this Warranty are cumulative and in addition to any rights or remedies available under law.