

## 5-Year Workmanship Warranty Certificate

Effective January 1, 2026

Maxima Aluminum Ltd. (the “Company”) — Terms and Conditions

|                                   |                                         |
|-----------------------------------|-----------------------------------------|
| <b>Customer:</b><br>_____         | <b>Installation Date:</b><br>_____      |
| <b>Property Address:</b><br>_____ | <b>Warranty Valid Through:</b><br>_____ |

### At a Glance — Plain English Summary

For **5 years** from Substantial Completion, if our installation work fails — loose fasteners, poor slope, leaking seams, misaligned panels — we fix it at no cost to you.

The **products themselves** (Alu-Rex hangers, Gentek aluminum, etc.) have their own separate manufacturer warranties. We'll help you file those claims, but the manufacturer holds those obligations.

**Not covered:** weather damage, ice dams, wear-and-tear, colour mismatches on repairs, oil-canning in aluminum panels (normal), damage from other trades, and issues with the underlying building structure.

**If something goes wrong:** email [info@eavestrough.to](mailto:info@eavestrough.to) or call **416-677-8191** as soon as you notice it (within 30 days). We'll respond within 10 business days and inspect the issue before any repair.

*This summary is provided for convenience only. The detailed Terms and Conditions in Sections 1–9 below govern in the event of any inconsistency.*

### 1. Applicability & Scope

This warranty is a limited express warranty provided by Maxima Aluminum Ltd. (the “Company”) to the original purchaser (the “Customer”) of new installation services at the covered property. It applies to **new installations only** performed by the Company. Proof of purchase, such as the signed contract and/or invoice, is required to make a claim.

**Repair work, service calls, partial replacements, and adjustments** are **not** covered by this 5-year warranty unless expressly stated in writing on the specific invoice or estimate for that work. Where no warranty period is stated on such repair/service documentation, no workmanship warranty applies to that work.

**Substantial Completion** means the date on which the installed work has been completed to the point where the property may be used for its intended purpose, even if minor deficiencies or punch-list items remain outstanding. The 5-year warranty period begins on the date of Substantial Completion.

### 2. What This Warranty Covers (5 Years from Substantial Completion)

- Installation workmanship for eavestroughs, soffit, fascia, siding, and aluminum cladding installed by the Company as part of a new installation project.
- Secure fastening and alignment of installed materials, when installed as designed.
- Correct slope and drainage of eavestrough systems as installed.
- Water-tightness at seams, joints, and corners installed by the Company, subject to reasonable maintenance by the Customer.

### 3. What This Warranty Does Not Cover

- **Natural events and acts of God:** storms, hail, severe winds, ice buildup, snow load, freeze-thaw cycles, flooding, fire, earthquakes, or any other event beyond the Company's reasonable control.

- **Ice damming, water overflow, and extreme rainfall events:** water backup, overflow, icicles, or ice damming caused by roof design, roof pitch, roof valleys, insufficient roof overhang, snow load, ice accumulation, frozen downspouts, clogged outlets, blocked underground drains, grading or foundation conditions, or rainfall exceeding the normal design capacity of the installed system.
- **Hidden or pre-existing conditions:** defects, rot, deteriorated wood, foundation movement, roof structure failure, roof leaks, inadequate substrate, ventilation issues, or any other latent condition of the property that was not visible during the Company's pre-installation assessment and that could not reasonably have been discovered without invasive investigation.
- **Damage by third parties:** other trades, subsequent contractors, homeowner alterations, tenants, or accidents (including impact from ladders, roof work, tree limbs, or vehicles).
- **Normal wear, aging, and cosmetic changes:** scratches, dents, fading, chalking, oxidation, colour variation due to weathering, minor cosmetic imperfections not affecting function, and **oil-canning** (minor waviness inherent to thin aluminum sheet products — a normal characteristic, not a defect).
- **Colour matching on repairs or additions:** exact colour match between newly-installed materials and existing or previously-installed materials cannot be guaranteed due to manufacturer dye-lot variation, discontinued colours, or natural weathering of prior installations.
- **Maintenance-related issues:** clogging from leaves, branches, ice, seeds, or debris; failure to clean or maintain the system according to industry practice.
- **Unapproved modifications:** any alteration, repair, or attachment made by anyone other than the Company or its authorized subcontractors, unless approved in writing by the Company in advance.
- **Consequential and indirect damages** of any kind, including without limitation loss of use, loss of rental income, mould remediation costs beyond the installed materials, damage to interior finishes, personal property, or landscaping.
- **Overall building envelope performance:** attic ventilation performance, drainage system performance beyond the specific work performed, water infiltration through the roof or walls, or interior water damage from any source. The Company installs the specified components and makes no representation regarding overall building performance.

#### 4. Materials Warranty (Separate from Workmanship)

Materials installed by the Company are covered by the respective **manufacturer's** warranty, which is separate from this workmanship warranty and is governed exclusively by the manufacturer's own written terms as issued at the time of installation. Representative product warranties currently in effect include:

- **Alu-Rex T-Rex / DoublePro Continuous Hanger Systems** — multi-part lifetime warranty on sturdiness and long-term performance, transferability and other terms as set out in Alu-Rex's product documentation.
- **Gentek aluminum eavestrough & rainware** — limited, prorated manufacturer warranty against manufacturing defects, subject to the schedule and exclusions in Gentek's product documentation. Colour fading and weathering are not typically covered.
- **Other materials** — carry the applicable manufacturer's warranty as documented at the time of installation.

**Where the manufacturer's written warranty differs from any summary above, the manufacturer's written documentation governs.** The Company will reasonably assist the Customer in filing manufacturer warranty claims but is not the manufacturer and has no obligations under, and no control over the outcome of, any manufacturer warranty.

#### 5. Conditions to Coverage

- The project must be **paid in full** under the terms of the underlying contract or invoice. Any outstanding balance suspends this warranty until paid.
- This warranty is issued to the **original purchaser** for the property at which the work was performed.
- **Non-transferable and non-assignable.** This warranty does not extend to subsequent owners of the property, tenants, or any assignee, and terminates automatically upon sale or transfer of the property. The Customer may not assign, sell, or transfer this warranty to any third party.
- The Customer must maintain the installed system in accordance with reasonable industry practice, including periodic cleaning of eavestroughs and downspouts where no Alu-Rex leaf-protection product is installed.
- No modifications, repairs, or alterations to the installed work by anyone other than the Company (or a party authorized by the Company in writing) are permitted; unauthorized work voids this warranty as to any affected area.

#### 6. Notice & Claim Procedure

To make a valid warranty claim, the Customer must notify the Company in writing as soon as reasonably practicable after discovering an issue, and in any event no later than **thirty (30) days** after the Customer first becomes aware of the defect or condition giving rise to the claim.

The written notice must include:

- The Customer's name, property address, and contact information;
- The date of installation and a copy of the original invoice or contract;
- A description of the alleged defect and, where practicable, photographs;
- Reasonable access to the property for inspection within fourteen (14) days of the notice.

**Company Response Commitment:** The Company will acknowledge a valid written notice and provide an initial response — including proposed inspection timing or a request for further information — within **ten (10) business days** of receipt.

**Right to Inspect and Cure:** Upon receipt of a valid notice, the Company has the right (but not the obligation) to inspect the alleged defect and, if it is determined to be covered under this warranty, to repair or replace the defective workmanship at the Company's sole option and expense. The Customer shall not engage a third party to perform warranty repair work without first giving the Company a reasonable opportunity to inspect and remedy the issue. The Company will not reimburse third-party invoices incurred without prior written authorization.

**Emergency Repairs:** If immediate action is required to prevent imminent further damage to the property, the Customer may arrange emergency stabilization measures. **Emergency stabilization measures are not warranty repairs unless approved by the Company in writing.** The Company will not reimburse third-party costs unless the Company determines, in writing, that: (a) a genuine emergency existed; (b) the issue was covered under this warranty; (c) the Company was contacted and could not respond within a reasonable time; (d) the costs were reasonable and limited to stabilization; and (e) the Customer notified the Company in writing within seventy-two (72) hours and preserved all affected materials for inspection.

Notice may be sent to: **info@eavestrough.to** or by mail to Maxima Aluminum Ltd., 2881 Windwood Drive, Unit #14, Mississauga, ON L5N 2K9. Phone: 416-677-8191.

## 7. Exclusive Remedy & Limitation of Liability

The Customer's **sole and exclusive remedy** under this warranty is repair or replacement of the defective workmanship, at the Company's sole option. The Company shall not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages of any kind, including without limitation loss of use, loss of income, damage to personal property, or damage to interior finishes or landscaping, even if the Company has been advised of the possibility of such damages.

The Company's **total aggregate liability** under or in connection with this warranty, whether arising in contract, tort, or otherwise, shall not exceed the total amount actually paid by the Customer to the Company under the underlying contract or invoice for the specific work at issue.

To the maximum extent permitted by applicable law, all other warranties — whether express, implied, statutory, or arising by usage of trade, custom, or course of dealing, including any implied warranty of merchantability or fitness for a particular purpose — are **disclaimed**. Nothing in this warranty limits any right the Customer may have under the *Ontario Consumer Protection Act, 2002* that cannot be excluded by contract.

## 8. Fraudulent or Materially False Claims

Any claim under this warranty that is **materially false or fraudulent** shall be denied, and the Company shall be entitled to recover its reasonable costs incurred in investigating the claim. Repeated or wilful submission of materially false or fraudulent claims may, at the Company's discretion, void this warranty in its entirety.

## 9. General Provisions

**Governing Law & Jurisdiction:** This warranty is governed by the laws of the Province of Ontario and the applicable federal laws of Canada. The Customer and the Company attorn to the exclusive jurisdiction of the courts of Ontario for any dispute arising out of or relating to this warranty.

**Entire Warranty:** This document constitutes the entire workmanship warranty provided by the Company and supersedes any prior verbal or written representations regarding workmanship coverage. No employee, subcontractor, or representative of the Company has authority to modify this warranty verbally or in writing without an authorized signature of a Company officer.

**Severability:** If any provision of this warranty is found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

**Force Majeure:** The Company shall not be liable under this warranty for any failure or delay caused by events beyond its reasonable control, including natural disasters, epidemic, government action, labour disputes, or supply chain disruption.

---

### **Customer Acknowledgment (optional — for the Customer's records)**

This warranty is a unilateral commitment by Maxima Aluminum Ltd. and takes effect upon Substantial Completion and payment in full, whether or not signed below. Signing below acknowledges receipt of a copy of this warranty document.

Customer Signature: \_\_\_\_\_

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

*Maxima Aluminum Ltd. | 416-677-8191 | [info@eavestrough.to](mailto:info@eavestrough.to) | [www.eavestrough.to](http://www.eavestrough.to)*