

Color-Gard
ARCHITECTURAL ROOF COATING SYSTEM

StarGard™ (10-Year) Roof Coating Material Warranty

American WeatherStar warrants to the building owner (Owner) named below, subject to the terms, conditions, and limitations set forth herein, that the roof coating system described below will maintain similar characteristics as described in our data sheet and system specifications during the period specified above. This material only warranty applies only to the coatings system and makes no claims about stopping leaks or any waterproofing to the building. Normal weathering of the system is expected. This warranty does not apply to labor or construction details.

StarGard Warranty Number:
123456789

Effective Date:
10/09/1985

Building Owner:
Company Name
Address
City, State, Zip
Contact
Phone

Location of Building:
Company Name
Address
City, State, Zip
Contact
Phone

American WeatherStar Approved Contractor:
Company Name
City, State, Zip

StarGard Warranty Services:
Phone: 800-771-6643
Email: warranties@americanweatherstar.com

American WeatherStar Officer Signature:

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American WEATHERSTAR®

TERMS, CONDITIONS, AND LIMITATIONS

This StarGard™ Roof Coating Material Warranty is limited to mean the American WeatherStar brand coating material when installed in accordance with American WeatherStar Technical Specifications.

1. During the term of this warranty, American WeatherStar or its authorized representative shall have access to the roof for inspection during normal business hours.

2. If there is a failure of the coating system within the scope of this warranty during the period in which this material only warranty is in effect, American WeatherStar will, at its option, either ship the appropriate material needed to repair the coating system, or issue credit against the purchase new coatings from American WeatherStar.

3. Owner shall provide American WeatherStar with written notice of excessive deterioration allegedly due to a failure of the coatings along with pictures of the system within thirty (30) days of the discovery of such deterioration. Such notice shall be sent by express courier service to American WeatherStar, LLC, 8095 Padgett Switch Rd. Irvington, AL 36544.

4. The remedy stated herein is the SOLE AND EXCLUSIVE REMEDY for failure of the coating system described above. Aws shall under no circumstances be liable for any incidental or consequential damages including but not limited to injury to any person or damages to the building or its contents including any damages relating to the presence of mold or mildew.

5. There are no express warranties except as stated herein, and American WeatherStar hereby disclaims the implied warranties of merchant ability and fitness for particular purpose. No representative has authority to make any representations other than those stated herein.

6. This warranty shall not be applicable to damage or loss caused in whole or in part by:
    a. natural disasters, including but not limited to lightning, hail, hurricanes, or similar natural disasters;
    b. vandalism, acts of war, or civil disturbances;
    c. alteration of the roof or installation of structures, fixtures or utilities on or through the roof without the prior written approval of AWS or AWS authorized representative.
    d. environmental fallout or overexposure to commercial/industrial solvents, acids, caustic fluids, oils, waxes, greases, absorbent clays, bleaches, plasticizers or other harmful chemicals;
    e. failure by the Owner or lessee to use reasonable care in maintaining the roof.
    f. traffic or storage of materials on the roof;
    g. infiltration or condensation of moisture in, through, around, or above the walls of the building;
    h. acts of parties other than AWS;
    i. failure of any materials other than the system supplied by American WeatherStar;
    j. insects or animals;
    k. deterioration or failure of any building component including, but not limited to, the roof substrate, walls or mortar; or, condensation accumulation in the roof assembly due to incorrect design or due to a reduction in the vapor barriers effectiveness,
    l. discoloration or odors caused by algae, fungi, or lichens:
    m. errors or omissions by architects or engineers not retained by American WeatherStar.
    n. Deterioration caused by untreated rust between panels, from underneath, or other areas inaccessible to the protection of the coating system.

7. American WeatherStar reserves the right to suspend its obligations under this warranty if all bills for installation of the American WeatherStar roofing have not been paid in full to the roofing contractor named below and to the material supplier. Notwithstanding the foregoing, the provisions of paragraph 4 and 5 above shall remain in full force and effect.

8. This warranty may be transferred to a subsequent owner of the building; provided that, no such transfer of this warranty as provided herein shall extend the expiration date of this warranty.

9. Any claim or dispute between Owner and American WeatherStar arising out of this warranty or relating to any material supplied or specifically required by American WeatherStar shall be governed by the laws of the State of Alabama, USA and resolved by final and binding arbitration in Mobile AL, USA in accordance with the rules of the American Arbitration Association.

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