

Color-Gard+

ARCHITECTURAL ROOF COATING SYSTEM

StarGard™ (15-Year) NDL System Warranty

This NDL (No Dollar Limit) System Warranty is issued with consideration of the warranty fee paid to American WeatherStar®, an Alabama Limited Liability Company, (LLC), with offices in Mobile, Alabama. American WeatherStar warrants to the Building Owner, subject to the Terms, Conditions and Limitations stated herein, that American WeatherStar will repair any leak in the American WeatherStar System installed by an American WeatherStar Approved Contractor commencing with the date of American WeatherStar's acceptance of installation. The watertight integrity of walls, parapet walls, vents, rooftop equipment, gutters, and adjacent structures is not covered unless otherwise stated in written form by an officer of American WeatherStar, LLC.

StarGard Warranty Number:

Effective Date:

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™ NDL System Warranty applies to use of the product on commercial and industrial buildings only. There is no dollar limit on covered repairs. Owner shall provide American WeatherStar with written notice within ten (10) days of the discovery of a leak in the System. American WeatherStar and/or its Contractor shall have the right to inspect the system to determine the cause(s) of the leak before incurring any obligation hereunder. Any repairs made with other than the appropriate American WeatherStar product(s) without prior approval from American WeatherStar will render this Warranty null. American WeatherStar reserves the right to charge a re-inspection fee to the Owner in the event the cause of the leak is not covered by this Warranty.

If upon inspection American WeatherStar determines that the leak in the System is caused by defects in the American WeatherStar materials or workmanship of the installing Approved Contractor, the owner's remedies and American WeatherStar's liability shall be limited to American WeatherStar's repair of the leak.

This warranty shall not apply to leaks or damage caused by:

1. Flood, fires, earthquakes, tornadoes, hail, lightning, hurricanes or other acts of God.
2. Installation, erection or construction of any additional equipment and/or structure on or through roofing substrate or flashing after date of application of the System.
3. Failure of, or repairs to, substrate and/or defects in any component underlying the roofing substrate, flashing, or caused by faulty construction and/or design.
4. Application of, or repairs to, substrate and/or flashing after the date of the original application of the System.
5. Exposure to chemicals and/or substances, which have been determined by American WeatherStar to be harmful to its Elastomeric Roof Coating System.
6. Acts of negligence, abuse, accidents, vandalism, falling objects, civil disobedience, war or any other acts beyond the control of American WeatherStar
7. Movement or deterioration of material adjacent to or through the American WeatherStar System.
8. Condensation. Condensation is caused from lack of ventilation and/or insulation.
9. Owner's or the building occupant's failure to use reasonable care in maintaining the roof and building. This shall include inspecting the system on an annual basis and performing maintenance as required in accordance with industry standards. Owner must maintain complete maintenance records including inspection reports, reported problems, and repairs completed. Failure to properly maintain the roof system may void this warranty. Please contact American WeatherStar Warranty Services for the Warranty Maintenance Checklist.
10. Deterioration caused by untreated rust between panels, from underneath, or other areas inaccessible to the protection of the coating system.

American WeatherStar and/or its Contractor shall have free and unrestricted access to the roof during regular business hours. American WeatherStar shall have no obligation under this Warranty until all bills for installation, supplies, service, and Warranty charges have been paid in full to the American WeatherStar Contractor, American WeatherStar and other material suppliers. Failure by American WeatherStar at any time to assert or enforce any of the Terms, Conditions and Limitations stated herein shall not be construed to be a waiver of such provision. American WeatherStar does not warranty products utilized in the installation which it has not furnished; and specifically disclaims liability under any theory of law, arising out of the installation and performance of, or damages sustained by or caused by, products not furnished or approved by American WeatherStar.

Owner's remedies stated herein are the sole and exclusive remedies for failure of the American WeatherStar system. American WeatherStar makes no other warranties, either expressed or implied, which extend beyond the face hereof. American WeatherStar specifically disclaims any implied warranties of merchantability of fitness for a particular purpose. Except as provided herein, American WeatherStar shall not be liable under any circumstance or theory of action, including but not limited to contract, tort, product liability or otherwise, or any incidental or consequential damages, including but not limited to loss of profit or damages to the building or any merchandise or other component therein. This warranty is limited solely to the repair of the roof coating system and does not include under any circumstances incidental or consequential damage of any kind to the building upon which the roof is affixed or its contents, loss of rent or profits or any inconvenience.

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. If any provision of this Warranty shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Warranty shall remain in full force and effect.

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