



10-Year Limited Color Fade Warranty

Building Owner: _____ **Warranty No.:** _____

Name of Building: _____

Building Address: _____ **Phone:** _____

Installed by: _____ **Phone:** _____

Roof Size: _____ **sq. ft.:** _____ **Date of Completion:** _____

For the warranty period indicated above, American WeatherStar ("AWS") expressly warrants to the Building Owner ("Owner") that, subject to the terms, conditions and limitations stated in this warranty, the KyGard Ultra Roof Coating, will be free of any defects in manufacturing that causes the KyGard Ultra roof coating to lose its factor-approved original color by more than 10 delta E/CIE Units when tested in accordance ASTM D224 compared to an unweathered specimen for a period of 10 years after installation in accordance with the published KyGard Ultra application instructions. Should the KyGard Ultra lose its factory approved color as specified above due to a defect in manufacture, Owner's sole remedy shall be AWS's choice of either a) replacement of the portion of product exhibiting the color loss ; or b) refund of monies paid to AWS for the portion of product exhibiting the color loss. Decisions as to the extent of replacement the KyGard Ultra required will be made solely by AWS. The remedy under this limited warranty is available only for that portion of the KyGard Ultra actually exhibiting manufacturing defects at the time of settlement. The replacement material and remaining KyGard Ultra will only be warranted for the remainder of the warranty period.

TERMS, CONDITIONS, AND LIMITATIONS

1. Owner shall provide AWS with written notice within (30) thirty days of the defective AWS Product. Owner shall send notice to: American WeatherStar Company Warranty Department, 3100 Lees Lane, Mobile, AL 36693, 800-771-6643. By notifying AWS, Owner authorizes AWS or its designee to investigate the cause of the color loss and Owner shall accommodate AWS or its designee in its efforts to investigate.
2. This warranty does not cover leaks.
3. This warranty shall not be applicable if, upon AWS's inspection, AWS, in its sole discretion, determines that any of the following has occurred:
 - a. Defects in any material caused by misuse, mishandling, improper storage, improper application.
 - b. Failure to strictly follow AWS's specifications and procedures including improper preparation of the substrate over which the KyGard Ultra is installed.
 - c. Damage to the System due to lightning, earthquake, hurricane, tornado, hail, fire, winds of peak gust speeds of 50 mph or other natural disasters.
 - d. Damage to the System due to settlement, movement, deflection, distortion, displacement, or any other failure of the structure.
 - e. Damage to the System due to cracks, breaks, or openings in the substrate to which the AWS Roof System was applied.
 - f. Damage to the System due to any alterations or repairs made on or through the roof, or objects such as, but not limited to: structures, fixtures or utilities that are placed on or through the roof or repairs that are made by others without first obtaining written authorization from AWS.
 - g. Damage to the System due to any roof traffic whatsoever.
 - h. Damage to the system due to chemical attack including, but not limited to grease and oil.
 - i. Damage due to Installation of the KyGard Ultra over cold storage or freezer buildings or buildings with high humidity conditions
 - j. Changes in use of the building unless approved, in writing, in advance by AWS



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- k. Damage to the System due to any intentional or negligent acts, accidents, misuse, abuse, vandalism, foreign objects, chemicals, animals or plant life.
 - l. Leaks due to infiltration of moisture through walls, copings, flashings, gutters or any part of the building structure except the AWS Roof System.
 - m. Color changes in the Roofing System due to dirt accumulation caused by poor drainage.
 - n. Temporary repairs to the Roofing System made by non-AWS approved personnel.
4. During the term of this warranty, AWS or its designee shall have free access to the roof during regular business hours.
 5. AWS's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
 6. AWS shall have no liability under any theory of law for any claims, repairs, restoration or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land or water serving the building.
 7. AWS does not warrant, and this Limited Warranty does not apply to, products utilized in this installation which was not furnished by AWS and specifically disclaims any or all liability under any theory of law arising out of the installation and performance of or damages sustained by or caused by products or services not furnished by AWS.
 8. This warranty must be signed by an authorized representative of AWS in order to be effective.
 9. AWS shall have no obligations under this warranty until all bills for installation, supplies, services and warranty charges have been paid in full to the AWS Authorized Applicator, AWS or material suppliers.

The terms and conditions set forth herein shall constitute the sole and exclusive remedy for the Owner related to the System, its application, maintenance, repair and replacement. No claim independent of this warranty shall be made by the purchaser of AWS's products or any person or entity for whose benefit the AWS products were purchased or applied, including any subcontractor, contractor, general contractor, or building owner. In no event, whether based on contract, warranty, negligence, strict liability or otherwise, shall AWS or any of its officers, shareholders, directors, agents and representative be liable for expenses for other work, loss or profit, and special, consequential, incidental or exemplary damages of any nature. AWS reserves the right to update, from time to time, the terms and conditions provided for in this Limited Warranty, and to establish the effective dates of these updated Limited Warranty terms.

Arbitration - Any claim(s) or controversy between or among the Owner and AWS arising out of or relating to the System shall be resolved by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction. Any such arbitration shall take place in Mobile, AL. The arbitrator shall be authorized to award attorney's fees to the prevailing party.

The foregoing terms and conditions constitute AWS's sole responsibilities in connection with the Owner's purchase or use of the System. This Limited Warranty is in lieu of all other written and oral, express or implied warranties and AWS expressly disclaims any and all implied warranties or conditions of satisfactory quality, merchantability, fitness for particular purpose, and any other warranty arising from a course of dealing or usage of trade.

American WeatherStar, LLC

By: _____ Title: _____

Signature: _____ Date: _____