

ARMOR COAT ROOF COATINGS

LIMITED PRODUCT WARRANTY

Armor Coat Roof Coatings (hereinafter referred to as ACRC) warrants to the original purchaser, that ACRC's products are free from defects in manufacture and when applied in strict conformance with ACRC's current manufacturers specifications. This warranty shall extend for a period of five (5) years from the original date of purchase and is not transferable.

If at any time during the above mentioned five year period the ACRC products are found to be defective, ACRC will supply, at no charge, any necessary replacement products to repair any portion of the ACRC material which is defective. Such repaired areas shall be covered under the terms of this warranty for the remainder of the warranty period.

GENERAL CONDITIONS

- 1) No claims or adjustments under this warranty will be honored unless ACRC is notified in writing within 15 days of first notice of suspected product failure and is given the opportunity to inspect the claimed failure before repairs are made. Any repairs made before such notification will render this warranty void.*
- 2) Buyer shall determine the suitability of the product for his or her intended use and assumes all risks and liabilities therefore. ACRC's obligations under this warranty are limited to providing sufficient replacement product to repair any failure covered by this warranty and do not include furnishing labor or other materials involved or bearing the cost thereof.*
- 3) This warranty is not applicable to any installation under 500 square feet in size unless pre-approved in writing by ACRC.*
- 4) The foregoing warranty is in lieu of any and all other warranties and guarantees, whether expressed or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose. The remedies of the buyer for any breach of warranty shall be limited to those herein provided to the exclusion of any and all other remedies including without limitation, incidental or consequential damages. No agreement changing the foregoing warranty remedies will be binding upon ACRC unless in writing, signed by a duly authorized officer of ACRC.*

ACRCs will not be responsible for defects caused by any of the following:

- 1) Natural disasters including but not limited to floods, lightning, hail, hurricanes, gales, earthquakes, tornadoes, or vandalism.*
- 2) Installation, erection, or construction of any additional equipment or structure on or through the ACRC products after the original date of application completion.*
- 3) Exposure to chemicals and/or substances that have been pre-determined to be harmful to the ACRC products, including but not limited to commercial and industrial solvents, oils, greases, and other similar substances.*
- 4) Failure of any component underlying the ACRC products, as well as infiltration of condensation or moisture in, through, around, or above the walls of the building.*
- 5) Failure of any materials not manufactured and/or recommended by ACRC.*
- 6) Faulty installation of the ACRC products.*
- 7) Ponding water or the absence of positive drainage within the warranted area.*

This warranty shall be deemed a contract and shall be deemed entered into under and pursuant to the laws of the State of Arizona and shall be governed as to all matters and questions whatsoever, whether of validity, construction, interpretation, enforcement or otherwise, by and in accordance with such laws. Any legal actions involved with this warranty shall be brought in the Maricopa County Court system in Arizona.