



Limited Labor & Material Warranty

WARRANTY NUMBER:

DATE ISSUED:

BUILDING OWNER:

ADDRESS:

CITY/STATE/ZIP CODE:

TELEPHONE:

BUILDING ADDRESS:

CITY/STATE/ZIP CODE:

CERTIFIED APPLICATOR:

ADDRESS:

CITY / STATE / ZIP CODE:

TELEPHONE:

PRIMARY CONTACT:

CERTIFICATION #:

JOB SIZE & COLORS:

THIS WARRANTY APPLIES ONLY TO ECOSTAR™ PRODUCTS INSTALLED BY GOLD STAR AUTHORIZED APPLICATORS. Subject to the terms, conditions, and limitations stated below, EcoStar LLC ("EcoStar") warrants that **EcoStar's Products ("Products")** are free from manufacturing defects at the time of sale and that the Gold Star Authorized Applicator's workmanship to install those Products (the "Labor") is free from defects and that the Products have been installed in accordance with EcoStar's training and specifications. Subject to the terms set forth herein, EcoStar further warrants the Products and Labor will be free from defects, under normal use, for a period of Fifty (50) years from date of final approval. This Limited Labor & Material Warranty does not apply to materials not sold by EcoStar nor does it cover any labor costs or other elements of a construction project, unless specifically stated to the contrary herein. **A "leak" does NOT constitute a defect under the terms of this warranty.**

The useful life of a given Product may be affected by many factors including: the weather conditions to which it is exposed; the type and quality of the construction, including the roof decking and ventilation; and other factors over which EcoStar has no control. This Limited Labor & Material Warranty describes the remedies in the event the defects in Products or Labor **affect performance** of the Product during the stated warranty period. Any limited warranty does not assure that the covered products will in reality last the entire length of the stated warranty period.

TERMS, CONDITIONS, LIMITATIONS

1. To file a claim under this Limited Labor & Material Warranty, the building owner ("Owner") must, within thirty (30) days of discovery of a defect, send a written notification of the alleged defect together with a copy of this warranty and proof of purchase of the Products (a "Claim") to EcoStar Technical and Warranty Services: 42 Edgewood Drive, Holland, New York 14080.
2. EcoStar shall review the completed Claim within a reasonable amount of time from receipt of the completed Claim. EcoStar may ask for samples of the Products and photographs showing the extent of the defect. The Owner, at its sole expense, is responsible for providing samples, and any other materials reasonably requested by EcoStar. The Owner shall allow a reasonable time for investigation by EcoStar, laboratory testing of the suspected/defective Products, and inspection of the project. Any Claim for reimbursement of tiles which have been replaced prior to EcoStar's receipt of the Claim and an on-site inspection by EcoStar, shall be denied. If the investigation reveals Product or Labor defects covered by this Limited Labor & Material Warranty, EcoStar will provide, within a reasonable period of time, a remedy in accordance with the conditions contained herein.

3. This Limited Labor & Material Warranty is the sole and exclusive remedy provided to the Owner with regard to the Products and Labor. In the event that the Products or Labor are found to contain defects which **affect performance**, EcoStar, at its sole option and subject to the limitations set forth herein, shall either (i) pay the reasonable cost of replacing the defective Products together with "Repair Costs" related thereto OR (ii) replace the Products and pay for the reasonable "Repair Costs". EcoStar will cover the cost of installation labor for a covered claim up to a maximum of \$350.00 per "square" (100 square feet) for repair or replacement of EcoStar Products ("Repair Costs"). The Repair Costs covered by this Limited Labor & Material Warranty **do not include** costs for tear-off, disposal charges, flashing, metal work and other costs incurred during the repair or replacement of the roof, or materials not supplied by EcoStar. EcoStar's obligations hereunder shall be prorated as set forth in paragraph 4, below.

4. This Limited Labor & Material Warranty shall be prorated after the first ten (10) years. EcoStar will pay a percentage of the reasonable replacement cost for Product and Repair Costs as described above, which will be calculated by dividing the number of months remaining in the warranty period by the number of months in the original warranty period. EcoStar shall replace any Products found to be defective and pay the reasonable installation labor to replace the defective Products. Provided, however, that any payment made by EcoStar shall be prorated as set forth above for each month of the Owner's use of the Products.

This Warranty shall not cover any variations in sheen, gloss or color differences in any replacement Products. The Product will weather over time and EcoStar does not warrant that replacement Product will match any previously installed Product.

5. This Limited Labor & Material Warranty shall not be applicable if EcoStar determines that any of the following has occurred:
 - a. The Products are damaged by natural disasters, including but not limited to, lightening, fire, hail, earthquake, mudslides, tornadoes, hurricanes; or
 - b. The Products are damaged by acts of negligence, accidents or misuse, including, but not limited to, vandalism, civil disobedience, or acts of war; or
 - c. Products or product not furnished by EcoStar are used and fail or cause defects in EcoStar Products; or
 - d. Deterioration or failure of building components, including but not limited to, the roof deck, framing, metal roof components, walls, mortar, foundation, machinery, HVAC units, or other such items; or
 - e. Deterioration or failure of the Products due to causes not related solely to the Products, including, but not limited to, defects or harmful substances in underlying materials; or
 - f. Usage or spillage of material or substance not compatible with the Products, including, but not limited to, petroleum based products, oils, acids, animal fats, harmful chemicals, and the like, which comes in contact with the Products and causes deterioration; or
 - g. The Products are damaged as a result of structural modifications to the building and/or roof after the installation of the Products; or
 - h. The Products are damaged as a result of the installation or maintenance of equipment on the roof, including, but not limited to: fans, vents, air-conditioning equipment, satellite dishes, signs, decorative pieces, solar panels, sky-lights, water heaters, or water storage tanks; or
 - i. The Products are damaged as a result of ice or snow damming on the roof, or snow sliding off of the roof that may cause damage to EcoStar materials, Non-EcoStar materials or persons or property; or
 - j. The Products are damaged as a result of unusual or excessive heating sources, including, but not limited to, excessive heat resulting from furnaces, air conditioning units, and window reflection; or
 - k. The Products are damaged as a result of persons accessing the roof; or

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- l. The Products are damaged as a result of ash or smoke from chimneys; or
- m. The Products are damaged by insects, birds or other animals; or
- n. The Products were installed at a temperature lower than 45°F; or
- o. The Products have been installed over an improperly vented roof deck; or
- p. The Products have not been installed according to the EcoStar Installation Guide.
6. This Warranty does not cover any and all claims resulting from color changes to the Products.
7. This Warranty shall be null and void if either of the following occurs:
- a. Failure of the Owner to use reasonable care in maintaining the EcoStar Products; or
- b. Owner fails to comply with all the terms or conditions stated herein.
8. EcoStar warrants against blow-offs, but such warranty:
- a. Applies only to damage from winds up to *90 miles per hour*. In no event shall EcoStar be liable for any loss or damage due to winds in excess of the specified *90 miles per hour* wind velocity;
- b. Is conditioned upon installation in accordance with EcoStar's printed Installation Guide and specifications and the use of EcoStar nails, fasteners, underlayment, self-adhering underlayment and any other EcoStar provided accessory;
- c. Shall apply only during the first ten (10) years after installation and is limited to EcoStar's obligation to pay the reasonable cost of replacing Tiles that have blown off. EcoStar's liability for coverage under this section of this Limited Labor & Material Warranty shall terminate after ten (10) years.
9. EcoStar shall have no obligation under this warranty unless all the bills and charges for the Products and fees for the warranty have been paid in full to all parties.
10. This warranty may be transferred by the original Owner once during the first seven (7) years of the term of the warranty. To transfer this warranty to a new building Owner ("New Owner") the existing Owner must send a certified letter to EcoStar requesting the transfer along with a photocopy of this warranty together with proof of the date of closing within 30 days of the closing of the sale to the New Owner. EcoStar will forward a new warranty, and the effective date of the warranty, to the New Owner, will remain the same as on the original Owner's warranty. The transferred warranty will be the EcoStar warranty that is in effect at the date of Transfer. The New Owner is not permitted to transfer the warranty again.
11. EcoStar's failure to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such terms or conditions.
12. This Warranty supersedes and is in lieu of any and all other warranties and representations, whether oral or in writing. No representative of EcoStar has authority to make any representations or promises except as stated herein.
13. Written Manufacturer Warranty Arbitration Provision. All claims disputes between the Building Owner and EcoStar not resolved through the manufacturer's informal disputes settlement procedure set forth in this warranty, and not barred by applicable statutes of limitations or otherwise barred by law, resulting from or arising out of the design, manufacture, warranty, or repair of the Products, including but not limited to: the terms of the warranty, the terms of this arbitration agreement, and all clauses herein contained their breadth and scope, and any term, of any agreement contemporaneously entered into by the parties concerning any goods or services manufactured or provided by EcoStar; the condition of the Products; the representations, promises, undertakings, warranties or covenants made by EcoStar (if any); or otherwise dealing with the Products; will be submitted to binding arbitration pursuant to the American Arbitration Association Construction Industry Arbitration Rules and Mediation procedures in effect at the time the claim is filed. The arbitration shall be held in Buffalo, New York. In the event a court having jurisdiction finds any portion of the arbitration agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective.
14. This warranty shall be interpreted in accordance with the substantive laws of the State of New York (but only to the extent not subject to pre-emption under federal law). Any dispute not subject to arbitration shall be heard in the federal or state courts located in Buffalo, New York.
15. Notwithstanding anything to the contrary herein, to the extent that any provision of this Limited Labor & Material Warranty is deemed invalid under any applicable law, then with regard to such instances, such provision(s) shall be of no effect, or, if practicable, shall be deemed modified to the extent necessary to comply with such law, and the remaining portions of this Limited Labor & Material Warranty shall not be affected but shall continue in full force and effect.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE TILES. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. ECOSTAR 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.