

SAMPLE WARRANTY

Please contact your local representative for an actual warranty



THE FOLLOWING STEPS MUST BE FOLLOWED TO ACTIVATE THIS WARRANTY:

STEP 1: After the EcoStar products have been installed complete the necessary information on the back side of this document.

STEP 2: When all information has been completed, separate the warranty from the registration information. Place the registration information in an envelope and send it to the following address:

EcoStar
Attn: Technical Department
104 Terrace Drive
Mundelein, IL 60060

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE ECOSTAR 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 NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW WHATSOEVER.

REGISTRATION INFORMATION

LAST NAME

FIRST NAME

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

ROOFING CONTRACTOR

CONTRACTOR ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

PRODUCT INFORMATION

TYPE OF PROJECT: NEW CONSTRUCTION TEAR-OFF RE-ROOF
 RESIDENTIAL COMMERCIAL INSTITUTIONAL INDUSTRIAL

PROJECT SIZE: SQ. FT.

ECOSTAR ROOFING PRODUCT (Please check all boxes that apply)

- MAJESTIC SLATE TRADITIONAL BEAVER TAIL BEVELED EDGE CHISEL POINT
 MAJESTIC SLATE COLONIAL
 CELESTIAL SLATE TRADITIONAL BEAVER TAIL BEVELED EDGE CHISEL POINT
 SENECA CEDAR SHAKE TILES
 TITUS TILES

COLOR USED

- STONE RED EARTH GREEN CEDAR BROWN CHESTNUT BROWN
 MOUNTAIN PLUM SMOKE GRAY FEDERAL GRAY MIDNIGHT GRAY BLACK

ECOSTAR ACCESSORIES USED

- GLACIER GUARD SAND SURFACE HIGH TEMP SMOOTH SURFACE
 AQUA GUARD ECOSTAR FASTENERS ATTIC GUARD SNOW GUARDS

PRINT NAME

SIGNATURE

DATE

50-Year EcoStar® Limited Material Warranty

Subject to the terms, conditions, and limitations stated below, **EcoStar**, (“**EcoStar**”) warrants that **EcoStar’s Products** (“**Products**”) are free from manufacturing defects at the time of sale to the owner. **EcoStar** further warrants that the **Products** will not deteriorate from weathering for a period of **Fifty (50) years** from the date of receipt of the attached application. This Limited 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.

The useful life of a given **Product** may be affected by many factors including: the weather conditions to which it is exposed; the quality of its installation; the type and quality of the construction, including the roof decking and ventilation; and other factors over which **EcoStar** has no control. This Limited Material Warranty describes the remedy in the event that the **Products** are found to have defects in material or manufacturing workmanship which affect performance before the expiration of 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 request performance of any **EcoStar** obligation under this Limited Material Warranty, the building owner must, within thirty (30) days of the discovery of a defect, send a written notification of the alleged defect with a copy of this warranty and proof of purchase of the **Products** to **EcoStar, 104 Terrace Drive, Mundelein, IL 60060**

2. **EcoStar** shall within a reasonable amount of time from receipt of the claim, copy of this warranty and proof of purchase, review the letter and may ask for samples of the **Products** and photographs showing the extent of the problem. The Owner is responsible for providing these, and any other materials reasonably requested, at the Owner’s expense. The Owner is required to allow reasonable time for investigation by an **EcoStar** employee and laboratory testing of the suspect **Products**. Any claim for tiles which have been replaced prior to **EcoStar’s** receipt of written notice and on-site inspection shall be denied. If the investigation reveals manufacturing defects covered by this Limited Material Warranty, **EcoStar** will provide, within a reasonable period of time, a remedy in accordance with the conditions of this Limited Material Warranty.

3. This Limited Material Warranty is the sole and exclusive remedy provided to the Building Owner with regard to the failure of the **Products**. If any **Product** contains defects in material or manufacturing workmanship which affect performance, **EcoStar** shall either provide replacement **Products** **only** OR pay the reasonable cost for replacement **Products**, **only**, of a similar design, prorated as set forth in paragraph 4. The decision on which remedy is used shall be at the sole discretion of **EcoStar**.

4. After the first year of this warranty, the replacement cost which **EcoStar** will pay will be reduced by the amount of usage the Building Owner has received from the **Products**. **EcoStar** will therefore pay a **percentage** of the reasonable replacement cost, 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**. In the event the **Products** covering the entire roof are found to be defective, **EcoStar** shall provide replacement **products** and pay the reasonable application labor to replace the **Products**. Any payment made by **EcoStar** shall be reduced by prorating, as specified above, for each month of the Building Owner’s use of the **Products**. The application costs covered by this Limited Material Warranty do not include costs for tear-off, dump fees, flashing, metal work, underlayment, and related work or materials.

5. This Limited Material Warranty shall not be applicable if, upon inspection, **EcoStar** determines that any of the following has occurred:

- a. The **Products** are damaged by natural disasters, including but not limited to, lightning, fire, hail, earthquake, tornado, and 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 failure in **EcoStar** **Products**; or
- d. Deterioration or failure of building components, including but not limited to, the roof deck, metal roof components, walls, mortar, machinery, HVAC units, or other such items, occurs and causes damage; 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 come in contact with the **Products** and causes deterioration.

6. 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.

7. **EcoStar** shall have no obligation under this Warranty unless all the bills and charges for the **Products** have been paid in full.

8. **EcoStar’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 terms or conditions.

9. 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.

10. Notwithstanding anything to the contrary herein, to the extent that any provision of this Limited 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 Material Warranty shall not be affected but shall continue in full force and effect.

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Premium Roofing **Premium Performance™**

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**All literature can be found at
*www.premiumroofs.com***