

**Ecodur Flat/Low Slope Roof Coating
10 Year Labor and Material - No Dollar Limit - Limited Warranty**

Owner's Name: _____

Owner's Address: _____

Owner's Phone: _____ Owner's Email: _____

Building Name: _____

Building Address: _____

Roofing Contractor Name: _____

Roofing Contractor Address: _____

Roofing Contractor Phone: _____ Roofing Contractor Email: _____

Specification Used: _____

Castagra Coating Product(s) Used & Rate of Application: _____

Other Castagra or Third-Party Coating Product Used (if any) (manufacturer & product names): _____

Project Size (Square Feet): _____ Completion Date: _____ Total Warranty Paid: _____ **Castagra Warranty #:** _____

Roof Coatings must be maintained at all times

TERMS AND CONDITIONS:

1. Definitions: "CASTAGRA" shall mean CASTAGRA U.S.A., Inc., 1450 Vassar Street, Reno, NV, USA, 89502 "OWNER" shall mean the original party listed above as Owner's Name whose building the CASTAGRA roof coating product is installed upon. "COATING" shall mean Ecodur installed according to CASTAGRA specification. "APPLICATOR" shall mean contractor listed above and contractor's agents.

2. General Provisions: CASTAGRA warrants the COATING materials when properly mixed and applied at a minimum thickness as specified to a qualified substrate to be free from manufacturing defects which affect the ability of the product to perform in a watertight manner (herein considered defective) for the period of TEN (10) years from the date of original installation of the COATING, provided payment in full has been made to both APPLICATOR and CASTAGRA for all outstanding charges relating to this project, and a completed COATING Warranty Request Form has been accepted by CASTAGRA. Should COATING, when properly mixed and applied as specified to a qualified substrate be deemed defective by CASTAGRA, as described above during the first 3 years, CASTAGRA for its part will supply Ecodur as needed and APPLICATOR for its part will supply any additional repairs and labor. If failure occurs in the succeeding 7 years CASTAGRA shall exercise the option to repair or replace such defective coating materials, including any associated labor to perform these tasks without monetary limitation; excluding all installation related labor costs associated with flashings, metal work, or other materials not supplied or furnished by CASTAGRA. Any such repair or replacement to remedy leakage shall be OWNER'S SOLE AND EXCLUSIVE REMEDY against CASTAGRA.

3. Term of Warranty: Except as indicated in paragraphs 2, 5, 6, 7 and 11 hereof, this warranty is valid from the date of completion and acceptance by CASTAGRA as indicated above.

4. Claims Procedure: CASTAGRA shall have no obligation under this warranty unless OWNER has promptly notified CASTAGRA in writing by Registered or Certified Mail. Direct all claims to CASTAGRA PRODUCTS, INC. 1450 Vassar Street, Reno, NV, USA, 89502. ATTN: Warranty Department. Any claim shall provide a copy of warranty and detailed information of the leakage and alleged defect. CASTAGRA must receive such notice within ten (10) days after discovery of the claimed defect, failure to notify will result in voiding of this warranty. If the claim is found to be a non-warranted condition, OWNER will be billed at a rate of \$75.00 per Technical Representative, per hour for a two (2) hour minimum, plus round-trip mileage per the IRS Tax Code.

5. Exclusions: CASTAGRA shall have no obligation based upon the following exclusions under this warranty:

- 1) Damage by natural disasters, including but not limited to lightning, hail, gale force winds as described by the Beaufort Scale, floods, hurricanes, tornadoes, wind launched debris, earthquakes or similar acts of God or natural causes; Damage by other natural causes such as plant life, animal life, or other casualty;
- 2) Damage by willful or negligent acts, fire, vandalism, or other misuse, civil disobedience or acts of war;
- 3) Damage by use of materials not furnished by CASTAGRA;
- 4) OWNER or lessee fails to comply with CASTAGRA Roof Maintenance Warranty Guidelines. CASTAGRA Roof Maintenance Warranty Guidelines is available at: <http://castagraroofting.com/wp-content/uploads/2019/12/CPI-maintenance-warranty.pdf>
- 5) Damage by structural failure, including, without limitation, settling or shifting of the building, or movement, cracking, warping or deflection of the roof deck, roof substrate, roof insulation, building design or construction, inadequate attic ventilation, or other failure of the structure or substrate;
- 6) Damage by any chemical condition not disclosed to CASTAGRA, chemical contaminants potentially injurious to the coating that have not been specifically approved by CASTAGRA in writing;
- 7) Infiltration or condensation of moisture in, through, around, or above any portion of the building not covered by the COATING;
- 8) Traffic or storage of materials on COATING surface;

- 9) Alterations or repairs made on or through the roof or objects (including, without limitation, machines, structures, fixtures, or utilities) placed on the roof without prior written authorization of CASTAGRA;
- 10) Metal work or other materials not furnished by CASTAGRA and used in conjunction with the roof COATING resulting in leaks;
- 11) Poor workmanship in the original application of materials as determined in CASTAGRA's sole judgment;
- 12) Failure to utilize CASTAGRA's latest instructions and recommendations as to installation procedures;
- 13) Damage to structure resulting from lack of positive, proper or adequate drainage;
- 14) Damage or injury arising in any way from an actual or alleged discharge or release of any pollutant or waste, environmental or airborne contaminants;
- 15) Damage or injury arising in any way from testing/sampling of the coating materials, design and consulting errors or omissions;
- 16) Damage or injury arising from any overburden such as ballasted solar panel systems, mechanical equipment, stored materials or other objects placed or installed on top of COATING;
- 17) Damage or injury arising from overheating of the COATING where temperatures of any part of the COATING exceeds 170 degrees F;
- 18) Failure to comply with all applicable municipal codes, including cool roof regulations which may require the use of a reflective top coat. Castagra approval required for any use of non-CASTAGRA top coat;
- 19) Failure to comply with any and all Terms and Conditions of this warranty.

In addition to items 1-19 above, OWNER agrees that CASTAGRA shall have no responsibility whatsoever for bodily injury to any person or damage to the structure or its contents directly or indirectly arising out of any defects in COATING materials or any other consequential or incidental damages or attorney's fees. CASTAGRA's sole responsibility is the repair or replacement of defective coating material that is directly related to leakage. This warranty does not include the cost of removal of existing, or the cost of labor to repair or replace any defective material and/or roofing covering/system installed in conjunction with the COATING. This warranty does not cover discoloration, dirt accumulation, or other COATING aesthetics.

6. Cancellation of Warranty: This warranty shall become null and void if any of the following work is performed without prior written approval of CASTAGRA: a) any alterations or repairs to the roof of any magnitude, except of an emergency nature to remedy leakage; b) subsequent work on or through the roof, or c) changes in building usage; d) change in ownership of the building; e) any unauthorized damaging activity on or to the roof; f) failure to pay a CASTAGRA invoice for claim procedures not covered under the warranty.

7. Access to the Roof: Owner shall provide free, safe and reasonable access to the roof and related premises to an authorized representative of CASTAGRA during the term of this warranty. Owner shall be responsible for any and all expenses required to access roof, removing and replacing any walking pads or traffic surfaces, or other appurtenances built over the roof or other overburden if removal is necessary to investigate or repair any suspected problem in the COATING. CASTAGRA's good-faith determination of the source of leakage, damage, or alleged defect to the roof shall be exclusive and binding to OWNER. CASTAGRA retains the right to make core extractions and properly repair such extractions. Failure or refusal to provide such access or retain sampling will immediately and without other notification void all warranty coverage without further notification.

8. Commencement of Warranty: This warranty shall not become effective, nor will CASTAGRA have any obligation under this warranty until all monetary obligations for materials, services and warranty related to this installation or subsequent repairs, or site observations are paid in full by OWNER.

9. Waiver: CASTAGRA's failure at any time to enforce any conditions stated herein shall not be construed as a waiver of any provision of this warranty.

10. Assignment of Warranty: This warranty is eligible to being assigned by original owner only to one successive party provided a) owner shall notify CASTAGRA in writing of the new party's name and address 30 days prior to building sold or up to a maximum of six (6) months after the sale and b) owner pays a transfer fee of \$500.00 plus any out-of-pocket cost for travel, lodging and meals determined necessary by CASTAGRA to re-observe roof prior to transfer. Upon receipt of the foregoing, CASTAGRA will advise owner within thirty (30) days of its approval of such proposed assignment.

11. Additional Repairs: In the event repairs are required which are not covered by this warranty, CASTAGRA will advise OWNER of such repairs to be made at OWNER's expense. If the required repairs are promptly made by OWNER, this warranty shall remain in effect for the unexpired portion of its original term. If OWNER does not make the required repairs promptly, not to exceed 30 days of being notified, this warranty shall automatically terminate without further notice from CASTAGRA. In the event CASTAGRA pays for repairs which are required due to the acts or omissions of others, or other reasons not covered by this warranty, CASTAGRA shall be subrogated to all rights of recovery of owner to the extent of the amount of the repairs.

12. Design Disclaimer: Because CASTAGRA does not practice Engineering or Architecture, neither the issuance of this Warranty nor any review of the Project Documents, building or other construction conditions by CASTAGRA representatives shall constitute any acceptance or implied warranty by CASTAGRA of such plans, specifications and construction, or in any way constitute an extension of the terms and conditions of this Warranty. Any roof observations are solely for the benefit of CASTAGRA. CASTAGRA does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein.

This constitutes your entire expressed warranty for the products or system of products purchased. To the extent permitted by law, all other warranties, whether expressed or implied, including, but not limited to the implied warranties of **MERCHANTABILITY** and **FITNESS FOR A PARTICULAR PURPOSE** are EXCLUDED. ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW ARE LIMITED IN DURATION TO THE TERM OF THIS WARRANTY. CASTAGRA WILL NOT PAY OR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS OR BUSINESS INTERRUPTION LOSS. YET, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. No implied warranty can be modified by any course of dealing, course of performance or usage of trade. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. NO REPRESENTATION, PROMISE, AFFIRMATION OR STATEMENT BY ANY EMPLOYEE OR AGENT OF CASTAGRA WILL BE ENFORCEABLE AGAINST CASTAGRA UNLESS IT IS SPECIFICALLY INCLUDED IN THIS WARRANTY. CASTAGRA's AGENTS HAVE NO AUTHORITY TO GIVE WARRANTIES BEYOND THOSE PROVIDED IN THIS WARRANTY. ALL RIGHTS AND DUTIES ARISING UNDER THIS WARRANTY SHALL BE GOVERNED BY NEVADA LAW.

Warranty as provided by CASTAGRA is solely based upon information provided within the Product Registration/Warranty Request Form and accompanying documentation. Information presented and determined as incomplete or inaccurate, shall result in this warranty being null and void.

This warranty is void unless duly executed by an authorized representative of CASTAGRA, APPLICATOR, and OWNER. Signatures constitute acceptance of all terms and conditions of the warranty that will be effective as of completion date.

Signed on behalf of Castagra Products, Inc.

Name

Title

Date

Signed on behalf of OWNER

Name

Title

Date

Signed on behalf of APPLICATOR

Name

Title

Date

SAMPLE