ECODUR ROOF COATING 10-YEAR PREMIER MATERIALS LIMITED WARRANTY (GSBUR)

Incomplete applications will not be reviewed

*Owner's Name: _____

*Owner's Address: _____

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

Owner's Agent Name: _____

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

Building's Name: _____

*Building Address: _____
(1 agreement per address)

*Contractor Name: _____

*Contractor Address: _____

*Contractor Phone: _____ *Contractor Email: _____

*Contractor Castagra Licensed Company Number (if applicable): _____

*Names Of All Castagra Certified Applicators Used On This Project: _____

*Castagra Specification Used Please select one

Other: _____

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

*Ecodur Part A Lot #s: _____ *Ecodur Part B Lot #s: _____

*Soladur/Other Castagra Products Lot #s: _____

Third Party Coating/Sealing Products Used (if applicable): _____
(List all by manufacturer and product name/number)

*Project Size: _____ *Completion Date: _____ *Castagra Warranty #: _____
(square feet) (added by Castagra staff)

Contractor's Initials _____ Owner's Initials _____

*Roof Coatings Must Be Maintained at All Times

THIS WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SHALL BE THE OWNER'S EXCLUSIVE REMEDY AGAINST CASTAGRA OR ITS AFFILIATES, AND NEITHER CASTAGRA NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. CASTAGRA'S AGENTS HAVE NO AUTHORITY TO GIVE WARRANTIES BEYOND THOSE PROVIDED IN THIS WARRANTY. **CASTAGRA DOES NOT VERIFY, APPROVE, OR REVIEW WORKMANSHIP ON MATERIALS WARRANTIES. MATERIALS DEFECT CLAIMS ARE VERIFIED BY LOT# ONLY, COMPARED TO EXISTING LOT SAMPLES.**

TERMS AND CONDITIONS:

1. Definitions. "CASTAGRA" shall mean Castagra Products, Inc., 1450 Vassar Street, Reno, NV 89502, USA. "OWNER" shall mean the original party listed above as Owner's Name whose building the CASTAGRA roof coating product is installed on. "SYSTEM" shall mean the combination of Ecodur basecoat and Ecodur1 topcoat installed according to CASTAGRA specification. "CONTRACTOR" shall mean contractor listed above and contractor's agents.

2. General Provisions. CASTAGRA warrants the SYSTEM when properly mixed and applied at a minimum thickness as specified to a qualified substrate to be free from manufacturing defects, as verified by lot number, 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 SYSTEM, provided payment in full has been made to both CONTRACTOR and CASTAGRA for all outstanding charges relating to this project, and a completed Warranty Agreement Form has been approved by CASTAGRA. Should SYSTEM products, when properly mixed and applied as specified, including meeting minimum thicknesses, to a qualified substrate be deemed defective by CASTAGRA, as described above during the first 10 years, CASTAGRA for its part will supply SYSTEM products as deemed fit to replace defective materials only. Any such replacement of defective materials shall be OWNER's SOLE AND EXCLUSIVE REMEDY against CASTAGRA.

3. Term of Warranty. Except as indicated in sections 2, 5, 6, 7 and 11 hereof, this warranty is valid from the date of commencement of warranty as set forth in this agreement.

4. Inspection and Reporting.

    a. Annual Inspections. Within 30 days of the first anniversary of the completion date stated above and annually thereafter, Owner shall send Castagra a roof inspection report including pictures, detailing the condition of the roof, conducted and issued by a qualified roofing professional, such as an experienced roofer or registered roofing consultant.
    b. Weather Related Inspections. Within 15 days of the occurrence of the SYSTEM being exposed to winds in excess of 47 miles per hour and/or hail one inch in diameter, Owner shall send Castagra a roof inspection report, including pictures, detailing the condition of the roof, conducted and issued by a qualified roofing professional, such as an experienced roofer or registered roofing consultant.
    c. All inspection reports shall be sent to Castagra to the address and methods specified in Section 5, Claims Procedure, below. Failure to produce required reports promptly automatically terminates this warranty agreement.

5. Claims Procedure. CASTAGRA shall have no obligation under this warranty unless OWNER has promptly notified CASTAGRA in writing by Registered or Certified Mail and by electronic mail. Direct all claims to: Castagra Products, Inc., 1450 Vassar Street, Reno, NV 89502, USA, ATTN: Warranty Department, and Warranty@Castagra.com. Any claim must 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-warrantied condition, OWNER will be billed at a rate as detailed in the Castagra Warranty Pricing Schedule. Emergency leak mitigation will not void warranty and must be attempted immediately. Castagra shall not be responsible for damage caused by a failure to act quickly to remedy leaks or other damaging conditions.

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

    a. Damage by natural disasters, including but not limited to lightning, hail, gale force winds as defined 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;
    b. Damage by willful or negligent acts, fire, vandalism, or other misuse, civil disobedience or acts of war;
    c. Damage by use of materials not furnished by CASTAGRA;
    d. OWNER or its lessee's failure to comply with CASTAGRA Roof Maintenance Warranty Guidelines as set forth at: Castagra.com and incorporated herein for reference
    e. 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;

Contractor's Initials _____ Owner's Initials _____

f. 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;
g. Damage caused by foot or other traffic and/or storage of materials on SYSTEM surface;
h. 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 from CASTAGRA;
i. Metalwork or other materials not furnished by CASTAGRA and used in conjunction with the roofing system resulting in leaks;
j. Poor workmanship in the original application of materials as determined in CASTAGRA's sole judgment;
k. Failure to utilize CASTAGRA's latest instructions and recommendations as to installation procedures;
l. Damage to topcoat resulting from lack of positive, proper, or adequate drainage;
m. Damage or injury arising in any way from an actual or alleged discharge or release of any pollutant or waste, environmental or airborne contaminants including but not limited to tree debris, drippings, and sap;
n. Damage or injury arising in any way from testing or sampling of the coating materials to verify minimum coating thickness, substrate, and other conditions;
o. Damage caused by design and other consulting errors or omissions;
p. 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 SYSTEM;
q. Damage or injury arising from overheating of roof components where temperatures of any part of the roof exceeds 170 degrees F or lower melting points for the applicable substrates in use;
r. Failure as a result of improperly identified project candidates, unknown or undisclosed conditions;
s. Failure resulting from deterioration of the roofing system upon which the Castagra products are installed;
t. Failure to comply with any and all Terms and Conditions of this warranty.

Within 10 days of the occurrence of any event described in items a through t, or ANY other event that may damage the SYSTEM, OWNER shall inspect the roof and give CASTAGRA written notice of any damage incurred. Failure to do so will void this Warranty entirely.

In addition to items a through t 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 SYSTEM materials or any other consequential or incidental damages or attorney's fees.

CASTAGRA's sole responsibility is the 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 SYSTEM. This warranty does not cover discoloration, dirt accumulation, or other aesthetics.

7. Cancellation of Warranty. This warranty shall become null and void if any of the following is performed or occurs 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;
c. changes in building usage;
d. change in ownership of the building;
e. any activity not normally carried out on a roof, including but not limited to employee smoking areas, homeless camps, trespassers and other similar activities causing damage to the roof;
f. failure to pay a CASTAGRA invoice for work or materials CASTAGRA supplies that are not covered under the warranty.

8. Access to the Roof. Owner shall provide without charge, 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 including but not limited to those required to access the 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 any suspected defect in the SYSTEM.

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.

9. 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.

10. 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.

Contractor's Initials _____ Owner's Initials _____

11. Assignment of Warranty. This warranty is eligible to be 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 sale or up to a maximum of 30 days after the sale
    b. owner pays a transfer fee plus any out-of-pocket cost for travel, lodging and meals outlined in the Castagra Warranty Pricing Schedule and determined necessary by CASTAGRA to re-observe the roof prior to transfer
    c. upon receipt of the foregoing, CASTAGRA will advise the owner within thirty (30) days of its approval of such proposed assignment.

12. 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, OWNER shall, within 30 days of such payment, reimburse CASTAGRA in full for such payment(s).

13. 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.

14. Climate Change Disclaimer. This warranty is intended only for climate conditions known at the time of installation and not intended to cover abnormal climate variations related to frequency, intensity, and duration of extreme weather events including but not limited to heatwaves, thunderstorms, hailstorms, high winds, increased freeze/thaw cycles, and similar events.

15. Photo and Data Usage. Throughout the term of this agreement, OWNER grants CASTAGRA an irrevocable unlimited license to collect and use photos, performance data, and other information that CASTAGRA may utilize at its complete discretion.

16. Disputes; Choice of Law and Venue.

    a. All questions and disputes concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of Nevada, without giving effect to any choice of law or conflict of law provision or rule (whether of the state of Nevada or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the state of Nevada.
    b. Each party hereby irrevocably submits to the exclusive jurisdiction of the Nevada Second Judicial District, for the adjudication of any dispute hereunder and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper.
    c. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.
    d. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.
    e. In the event OWNER or CONTRACTOR files an action against CASTAGRA in the Second Judicial District Court and CASTAGRA is deemed to be the prevailing party, the party bringing the suit shall pay CASTAGRA all attorney fees, costs, expert witness fees and all other expenses, including but not limited to travel, meals and lodging incurred in defending in such action.

17. Invalidity; Severability. If any term, covenant, condition or provision of this Agreement or the application thereof to any Person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to any Person or circumstance, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each other term, covenant, condition or provision of this Agreement shall be valid and shall be enforced to the fullest extent provided by law.

18. Force Majeure. CASTAGRA shall not incur any liability on account of any failure to perform, loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control, and without gross negligence, of CASTAGRA. Such events, occurrences, or causes shall include acts of God, strikes, lockouts, riots, acts of war, acts of terrorism, earthquake, fire, explosions, pandemics, and the effects of climate change.

19. Section Headings. The section headings in this Agreement have been inserted merely for convenience, are not a part of this Agreement, and shall not affect the rights and obligations of the Parties or the meaning of the language in this Agreement.

Contractor's Initials _____ Owner's Initials _____

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and all of which together shall constitute a single agreement. This Agreement may be executed and delivered by facsimile transmission or by exchange of emails containing .pdf attachments and any such facsimile or .pdf signature pages shall be deemed to be original signatures and signature pages for all purposes.

21. This constitutes CASTAGRA'S entire expressed warranty for the products or system of products purchased. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE FACE OF THIS WRITTEN WARRANTY. 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 AND THIS WARRANTY CAN ONLY BE MODIFIED OR AMENDED BY WRITING, SIGNED BY CASTAGRA.

22. Product Registration / Warranty Request Form Accuracy. This 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.

23. Required Signatures. Effect. This Warranty must be executed by an authorized representative of CASTAGRA, CONTRACTOR, and OWNER in order to become effective, along with the requirements of Section 9 above. Signatures constitute acceptance of all terms and conditions of the warranty that will be effective as of completion date.

By signing below, I certify that I have read, understood, and agree to all terms, conditions, and responsibilities as written above.

Owner Signature	Contractor Signature
Name	Name
Title	Title
Date	Date

Approved by (Castagra representative)

Name

Title

Date

ROOF MAINTENANCE WARRANTY GUIDELINES

MAINTENANCE AND CARE FOR YOUR CASTAGRA PRODUCT

There are various items associated with your roof/coating system that are NOT covered under the manufacturer's warranty. Some can have a direct impact on the performance, life-cycle and watertight integrity of the roofing/coating system. The Owner has a responsibility to regularly maintain the roofing system. It is recommended that a file of records be maintained related to all roof and roof-top associated activities. Such a file should contain before and after photos, the product Lot #s, original warranty, invoices related to the coating application, repair invoices, copies of every roof inspection, and logs of any roof-top activities such as service to rooftop mechanical equipment. Castagra recommends the Owner institute a roof log for all parties accessing the roof, regardless of who or the purpose, that they are required to sign. This protects the Owner from unwanted roof traffic and any damage caused by personnel. Often, such damage can be traced back to the responsible party.

Industry organizations such as the National Roofing Contractors Association (NRCA) and the Roof Coatings Manufacturers Association (RCMA) recommend that roofs have a visual inspection at a minimum rate of two (2) times per year by a qualified party. At a minimum, annual inspections are required to maintain your warranty. Many Castagra Certified Applicators or Castagra Licensed Companies offer this service for a nominal fee. Such visual inspections are generally recommended in the spring and fall. It is a good practice, and is a requirement to maintain your warranty, to have the roof inspected after severe weather conditions such as hail, strong winds, hurricanes, blizzards, ice storms, etc. Proper precautions should be followed during inspections to prevent accidents.

REGULAR MAINTENANCE INCLUDES, BUT IS NOT LIMITED TO:

1. Removal of roof-top debris, such as leaves, branches, dirt, rocks, bottles, trash, etc., that has accumulated.

2. Tree debris can harbor all types of organic matter that can be devastating to a roof. At a minimum, all trees should be cut back at least 3' from roof lines. Taller trees or trees prone to wind-blown debris will need to be cut back further.

3. Clean gutters, downspouts, drains, and scuppers. Make sure water freely flows from the roof. Ecodur will not be damaged by ponding water, but topcoats may show aesthetic damage if water is allowed to stand. Insects, algae, and other forms of organic matter that can affect your warranty also thrive in standing water.

4. Examine all metal flashing areas for rust or damage that may have been caused by traffic, wind, hail, snow, ice, etc. All damaged, loose, or poorly sealed materials must be repaired by a Castagra Certified Applicator or Castagra Licensed Company or otherwise approved by Castagra.

5. All exposed mastics and sealants, regardless of purpose or function, are maintenance items to be maintained and remediated by the Owner, including but not limited to pitch pan and metal flashing sealants.

6. Examine all adjacent areas to the roof, parapet walls, and adjoining structures. Damage to items such as masonry, failing mortar joints, loose or missing sealants, loose stone/tile caps, loose and improperly sealed counterflashing, etc. often cause leaks that are inadvertently blamed on the roofing system and not provided for by the manufacturer's warranty. Not only does this cost the roofing manufacturer time in the investigation of problems not associated with the product, it may cost the Owner time and money. Many manufacturers, including Castagra, may charge an Owner for the time spent to investigate non-warranty related problems. These items need to be repaired by properly trained personnel to avoid any unnecessary charges or voiding of warranty coverage. Unauthorized repairs will void the manufacturer's warranty.

7. When repairing items relating to the roof/coating product(s), associated items, or building structure, be sure to use caution and properly protect the roof/coating product(s) from damage.

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8. Examine roof-top equipment, such as HVAC units, condensers, exhaust fans, antennas and other roof-top items for damage. Check for leaking oil, leaking condensate lines, damaged flashings or loose parts/equipment that could cause puncture damage to the roof/coating product(s). All units should be checked to ensure they are sound, watertight, and will not be displaced by wind events.

9. Promptly remove all service-related debris. This may include but is not limited to screws, obsolete HVAC motors, obsolete antennas, trash, wood, paint cans, mastic buckets, abandoned tools, covers, etc.

10. Check the building for excessive movement or settlement. Improper placement or omission, or the need for expansion joints, could cause splits or stress in the roof/coating system, drastically reducing the life cycle of the system.

11. All work directly or indirectly related to the roof/coating system, where the materials need to be repaired; i.e. new curbs, units, exhaust fans, antenna installation, repairs, etc., must be accomplished by a current Castagra Certified Applicator or Castagra Licensed Company. Failure of the Owner to utilize a Castagra Certified Applicator or Castagra Licensed Company will result in immediate termination of the warranty without further notification.

12. Ballasted equipment such as satellite antennas, solar panels, signs, etc. are generally not permitted and should only be installed with Castagra's express written approval.

13. Ensure any visible anomalies are suitably addressed in a timely manner by a Castagra Certified Applicator or Castagra Licensed Company or otherwise approved by Castagra.

14. Risers/sleepers for HVAC and other rooftop equipment should be made of composite materials. If wooden risers/sleepers are used, they should be pressure treated lumber placed on slip sheets. Organic risers/sleepers should be inspected regularly for decay and replaced at the first sign of deterioration.

15. Your roof, and maintaining your warranty rely on your good judgment. If you see a condition, whether listed here or not, inspect and remedy immediately or contact a qualified professional. If you are unsure, always feel free to share photos with Castagra at WeCare@Castagra.com.

Conditions beyond those noted above should be provided to Castagra, in writing, within 15 days of discovery for recommendations. To avoid interruption and/or cancellation of your warranty coverage, compliance with the above Roof Maintenance Warranty Guidelines is required.

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