



westcoat™

WARRANTY

WESTCOAT MACOAT MATERIAL WARRANTY

Westcoat warrants the Westcoat MACoat materials to be free of defects in the material for a period of five (5) years from the date of original purchase of the materials provided that the materials are installed by a factory trained state-licensed contractor enrolled in the Westcoat QCA and subject to all terms and conditions set forth below.

If the Westcoat MACoat materials fail due to defects within the warranty period, Westcoat, at its sole discretion, will either provide replacement materials for the defective MACoat materials or reimburse the original purchaser in an amount not to exceed the original cost of the materials. Westcoat shall in no way be responsible or liable for any labor costs or any incidental or consequential damages, including without limitation, economic losses, loss profits, business interruption, loss of use, contribution, indemnity or other losses arising from the use of the MACoat materials.

This warranty does not apply to and Westcoat has no responsibility or liability for: (1) the condition or movement of the substrate; (2) the use of parts, products, or accessories not manufactured by Westcoat such as sheet metal flashings, scuppers and drains; (3) the loss of gloss, fading or cleaning; (4) the application of its materials over an oriented strand board ("OSB") substrate; or (5) abuse or misuse of the materials.

This warranty is void if the MACoat materials are: applied to the top of OSB; not properly maintained; not installed pursuant to the current system information sheet; and/or applied at any area that is not built in accordance with applicable building codes. The warranty is also void if all of the materials are not purchased from an authorized distributor of Westcoat.

THIS MATERIAL WARRANTY AND THE REMEDIES PROVIDED HEREUNDER ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY). THERE ARE NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THAT EXTEND BEYOND THAT SPECIFICALLY DESCRIBED HEREIN. PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST THE MANUFACTURERS OF WESTCOAT, INCLUDING CLAIMS BASED UPON THE MANUFACTURER'S NEGLIGENCE OR STRICT LIABILITY, SHALL BE LIMITED SOLELY TO THE REPLACEMENT OF ANY DEFECTIVE MACOAT MATERIAL OR A PAYMENT BY THE MANUFACTURER IN AN AMOUNT EQUAL TO THE COST OF THE ORIGINAL MACOAT MATERIAL.

The Westcoat MACoat system requires a maintenance topcoat with WESTCOAT ACRYLIC TOPCOAT (or Westcoat Sealer) specified by a factory representative, every two to four years (depending on ultraviolet exposure and/or traffic) as determined by a factory representative or authorized inspector. Inspections are required one year after installation and every two years thereafter by a factory authorized representative. The record of the inspection must be kept in writing and entitlement to the benefits of this warranty require the purchaser to show proof of purchase of the materials and the record of inspection.

Any and all disputes, claims or damages arising out of the use of MACoat materials or this Warranty shall be arbitrated in the County of San Diego, State of California, utilizing the services of a neutral dispute resolution service upon which the purchaser and the manufacturer agree, or if they cannot agree, utilizing the services of the American Arbitration Association. The purchaser and the manufacturer hereby waive any right they may have to have a jury decide any dispute.

All claims arising from any defect in the MACoat materials or under this Warranty shall be presented to the manufacturer within ninety (90) days of the discovery of the alleged defect. The absence of a written claim within this time period shall constitute a waiver of all claims, rights and damages against the manufacturer.



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