

FlashGuard[®] Warranty

Terms and Conditions

COVERAGE: This warranty FlashGuard (the Product) is offered to the original purchaser of the Product. Subject to the terms, conditions, and limitations herein, FlashGuard hereby warrants for a period of twenty (20) years, from the date of purchase, that the Product will be free from manufacturing defects in workmanship and materials such that:

- The overall integrity of the Product is not materially impacted; and
- The appearance of the surfaces of the Products will not materially deteriorate beyond normal weathering and aging, (including minor oxidation) over the period of this warranty.

EXCLUSIVE REMEDY: if within the specified warranty period, the Product fails to meet the above standards, FlashGuard shall effect repairs or replace the Product, as deemed necessary in the sole opinion of ARS. Any repair or replacement by FlashGuard shall not extend the term of this Warranty. This is the sole and exclusive remedy under this Warranty, and in no event shall FlashGuard have any liability for any consequential, incidental, economic, indirect, special, or punitive damages or losses of any kind whatsoever.

REGISTRATION: the Original Purchaser shall register this warranty with FlashGuard and advise FlashGuard of the installation date and the installer contracted with.

NO OTHER WARRANTIES: This Warranty is the only warranty given by FlashGuard, and no other warranties of any kind are available. FlashGuard specifically denies making any other warranties with respect to the Product.

CLAIMS PROCEDURE: if you experience a problem with the Product that you believe is covered by this Warranty, the Purchaser shall contact FLASHGUARD and provide FlashGuard with your name, address, telephone number, date of purchase of the Product, copy of original purchase receipt and a detailed description of the defect or problem, as well as any other information or material you believe is relevant. The Purchaser may be required to provide additional information or materials at the request of FlashGuard including photographs. As a condition of coverage under this Warranty, the Purchaser must notify FlashGuard of any problem or defect within thirty (30) day after discovery.

OTHER TERMS, CONDITIONS, DISCLOSURES AND LIMITATIONS:

The performances of the Product is largely dependent on the manner in which it is installed and maintained. Accordingly, this Warranty shall not apply in the following circumstances:

- Damage caused by improper installation, or the installer's failure to follow FlashGuard's written installation instructions.
- Damage resulting from modifications, alterations, improper handling or changes in design or function of the Product after delivery from ARS,
- The installation or relocation of the Product to a rooftop or location other than the rooftop or location for which the Product was originally purchased.
- Damage or change in appearance caused by micro climate-specific conditions (such as, but not limited to, exhaust fumes), the application of cleaning fluids, coatings or chemicals not specifically approved and authorized by FlashGuard in writing, or the failure or movement of the rooftop on which the Product is installed.

If any covenant or provision herein is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision, and all paragraphs and sub-paragraphs are agreed to be separate and distinct covenants.