



# WARRANTY

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## MER-KO SYSTEM MATERIAL WARRANTY

Project Address

QCA Contractor/ Applicator

Subject to the conditions, limitations and requirements set forth below, Westcoat warrants the Mer-ko 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 and subject to all terms and conditions set forth below. Westcoat disclaims any warranty for the labor or installation of the Mer-ko materials.

If the Mer-ko materials fail due to defects within the warranty period, Westcoat, in its sole discretion, will either provide replacement materials for the defective Mer-ko 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, lost profits, business interruption, loss of use, contribution, indemnity or other losses arising from the use of the Mer-ko materials.

This warranty is limited to the original purchases and is non-transferable. This warranty is void if the Mer-ko 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 warranty does not apply to and Westcoat has no responsibility or liability for: (1) the condition or movement of the substrate; (2) parts, products, or accessories not sold by Westcoat such as sheet metal flashings, scuppers and drains; (3) the loss of gloss, fading or cleaning; (4) repairs and/or maintenance of the sealer and texture coat (5) the application of its materials over an oriented strand board ("OSB") substrate; (6) abuse or misuse of the materials; or (7) improper installation.

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 WEATHER DECK MATERIAL OR A PAYMENT BY THE MANUFACTURER IN AN AMOUNT EQUAL TO THE COST OF THE ORIGINAL WEATHER DECK MATERIAL.

The Westcoat Mer-ko system requires a maintenance topcoat with WESTCOAT ACRYLIC TOPCOAT as specified every three to five years (depending on ultraviolet exposure and/or traffic) as determined by a licensed contractor or design professional. Inspections are required one year after installation and every two years thereafter by a licensed contractor or design professional. 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(s).

All claims arising from any defect in the Mer-ko materials or under this Warranty shall be made, in writing, to Westcoat within ninety (90) days of the discovery of the alleged defect and within the time period of this warranty. Upon notification, Westcoat shall have the right to inspect and determine course of repair. The absence of a written claim within this time period shall constitute a waiver of all claims, rights and damages against Westcoat, and its affiliates. This warranty shall not toll or extend any statute of limitation applicable to a claim of negligence, breach of contract or strict liability against Westcoat.

Any and all disputes, claims or damages arising out of the use of Mer-ko 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 Westcoat agree, or if they cannot agree, utilizing the services of the American Arbitration Association. The purchaser and Westcoat hereby waive any right they may have to have a jury decide any dispute.



**westcoat**

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