



ATAS INTERNATIONAL, INC.
50 YEAR
RESIDENTIAL LIMITED WARRANTY

PROJECT NAME/IDENTIFICATION: _____ **DATE:** _____

ADDRESS: _____

_____ **TEL:** _____

CONTRACTOR/BUILDER: _____ **TEL:** _____

ADDRESS: _____

Standing Seam Shingle, Castel Top, and Permashake: (called "PRODUCT")

Metal: _____ **Color:** _____ **Finish:** _____ **Total Sq. Ft.** _____

ATAS INTERNATIONAL, INC. (ATAS) warrants the products noted above are made in accordance with ATAS' high standards of manufacturing skills and quality control. ATAS warrants that the product when properly installed separately, or in conjunction, on a single family residence at the address and on the date shown herein will not, by reason of defects in manufacturing, during the limited warranty period while affixed to the structure described above, under conditions of ordinary wear, burn or support combustion, split, crack warp, rot, or perforate as a result of hail impact, nor will the premium paint coating applied to the "PRODUCT" chip, peel or flake. In addition, the "Coated System Limited Warranty" is warranted for twenty (20) years to have a color change no greater than six (6) NBS units and chalk no more than a seven (7) rating. Color change determination shall be made on a cleaned section of product in accordance with ASTM D-2244-79. In the event the building owner requests testing for color retention, all testing cost will be at the owner's expense unless the coating fails to perform within the above stated guidelines. If the coating fails to perform within these guidelines, the owners will be reimbursed at a cost consistent with industry standards, within thirty (30) days of notification and after receiving a copy of the paid invoice.

NON-PRORATED TWENTY-YEAR LIMITED PRODUCT AND COLOR WARRANTY

If the owner notifies ATAS within twenty (20) years after installation that the "PRODUCT" had failed by reason of defects in material or workmanship, to perform in accordance with the above "Coated System Limited Warranty" standards, ATAS, after validation of the complaint by inspection by an authorized representative of ATAS, will either repair, refinish or replace such "PRODUCT", including all labor and materials at no cost to the owner. ATAS may freely select, at its option, among the foregoing alternatives or, in lieu of any of them and any of the alternatives provided under the prorated thirty (30) year Limited Warranty below, refund a cash amount equivalent to the original purchase price for the "PRODUCT".

PRORATED THIRTY YEAR LIMITED PRODUCT WARRANTY

If the owner notifies ATAS during the remaining thirty (30) years of the Limited Warranty period that the "PRODUCT" has failed, by reason of defects in manufacturing, to perform in accordance with the "Coated System Limited Warranty" standards. ATAS, after validation of the complaint by inspection by ATAS, will refinish or replace the defective "PRODUCT" only on the following basis:

During the twenty-first (21) year of the Limited Warranty period, and thereafter, for each succeeding year through the thirtieth (30) year of usage, ATAS' liability shall be reduced by 5% per annum. From the thirty-first (31) to the fiftieth (50) year ATAS' liability shall be reduced by 2.5% per annum. This Limited Warranty is for material only, excluding labor to install replaced product and does not include defects resulting from installation or damage caused by other materials substituted for, or used in addition to, ATAS' "PRODUCT", including accessories, and is valid only if the genuine ATAS "PRODUCT" and Accessories were used. Excluded from this warranty is any and all damage to said roof, building, or contents caused by the acts or omissions of other trades or contractors.

The basis for calculating prorated costs is as follows: the material cost for replacing any "PRODUCT" shall be the prevailing cost thereof in the geographic area of the installation at the time of replacement.

Costs not contributed by ATAS shall be paid by the owner before any replacement commences, such as freight, taxes, permits, other sundry cost, and the owners prorated share of the material cost. In lieu of its prorated obligation to replace defective product, ATAS may, as its sole option, repair or refinish defective product.

OTHER TERMS AND CONDITIONS

(1.) Purchasers/owners of installation of "PRODUCT" on the premises containing such installations, can qualify for Limited Warranty coverage while they continue to own such premises only by completing the "Application for Registration" card attached below, having it validated by the dealer, applicator, contractor, builder, or distributor, and mailing it in accordance with the instruction therein. In the event of transfer of property, the new owner must send via certified mail a copy of the original warranty. ATAS will provide the new owner with a validated copy of warranty continuance.

(2.) This Limited Warranty will not become effective if the invoice/contract for this project is not paid in full to ATAS INTERNATIONAL, INC. in accordance with the standard terms and conditions set forth in agreement of sale or contract.

(3.) To obtain Limited Warranty service, Limited Warranty claims stating nature and extent of the claimed defect, address and date of installation, and owner's name, address and telephone number must be sent certified mail with return receipt to ATAS INTERNATIONAL, INC., 6612 Snowdrift Rd., Allentown, PA 18106, Attention: Limited Warranty Service Department, with a copy of the owner's Limited Warranty certificate.

(4.) ATAS' obligations under this Limited Warranty shall be performed only by persons designated and compensated by ATAS. The owner will provide free access for the performance of Limited Warranty inspections and services and be responsible for extra costs due to inability to gain access for Limited Warranty inspections or services after reasonable advance notice. Any repair, refinishing, or replacement not authorized by ATAS shall release ATAS from all liabilities and obligations with respect to the "PRODUCT" involved.

(5.) The original Limited Warranty period is not extended by any Limited Warranty service or replacement. The remaining Limited Warranty period continues in effect, and applies under the conditions hereof, to the Limited Warranty service or replacement.

(6.) ATAS warrants the "PRODUCT" only against defects in design or manufacture, not against damage due to other cause. This Limited Warranty does not cover damage which results from causes such as (but not limited to) earthquake, flooding, standing water, hurricane, tornado, windstorm, hail (except to the extent expressly provided herein), falling or wind-borne objects, collision, riot, insurrection, vandalism, lightning, fire, explosion, distortion, shifting, settling, or shrinkage of structural members or adjoining surfaces, exposure to harmful chemicals or materials, fumes, vapors or salt spray, directly applied or in the atmosphere, faulty installation, misuse, abuse, negligence, or failure to provide periodic maintenance.

(7.) If ATAS elects to replace any "PRODUCT" under this Limited Warranty, it may substitute product designated by it to be of comparable quality or price range. If ATAS elects to refinish any "PRODUCT", it may use different coating materials and different methods of applying the same.

(8.) THE DURATION OF ANY IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD SET FORTH HEREIN (SUBJECT TO PRORATION AS PROVIDED ABOVE). THE REMEDIES SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY IMPLIED WARRANTY, EXCEPT AS IS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, OR REQUIRED BY ANY IMPLIED WARRANTY LIMITED AS PROVIDED HEREIN. ATAS MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS AND/OR MERCHANTABILITY WITH RESPECT TO THE "PRODUCT". THE REMEDIES SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO THIS "PRODUCT". ATAS SHALL HAVE NO OTHER LIABILITY OR OBLIGATION WITH RESPECT TO THE "PRODUCT" INCLUDING WITHOUT LIMITATION, LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR OTHERWISE.

(9.) Some states do not allow limitations on how long an implied Limited Warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some states do not allow the exclusion or limitation of indirect or special damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

(10.) This writing embodies the entire limited warranty of ATAS, and **NO OTHER WARRANTIES** are given beyond those set forth herein. **ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES** and are not part of this agreement or any other contract for sale. ATAS neither assumes, nor authorizes, anyone (including, but not limited, to dealers, contractors, builders, applicators and distributors) to assume or create for it other obligations or liabilities in connection with its "PRODUCT" or to alter, amend, or modify in any way any term or provision of this warranty.

LIMITED WARRANTY REGISTRATION MANDATORY

to be submitted within 30 days of date of contract or purchase of the "PRODUCT" subject to verification of the manufacturer.

Completion and submission of the attached "Application for Registration" within the time limits, and in accordance with the instructions thereon, is a condition precedent to Limited Warranty coverage. There is no Limited Warranty coverage if the "Application for Registration" is not completed, validated, and mailed to ATAS International, Inc., 6612 Snowdrift Rd., Allentown, PA 10106 as instructed.

ATAS INTERNATIONAL, INC.

Application number