



ATAS INTERNATIONAL, INC.
50 YEAR
RESIDENTIAL LIMITED WARRANTY

PROJECT

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

ADDRESS: _____

_____ **TEL:** _____

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

ADDRESS: _____

Product: Advanta Shingle (The Product)

Metal: _____ **Color:** _____ **Finish:** _____

Total Sq. Ft. _____

ACCEL Roofing Products (ACCEL), a division of ATAS International, Inc. warrants all Hylar5000™ and/or Kynar 500™ fluoropolymer coated products (the “Product”), when properly installed on a single family residence or steep slope (as identified in product specific brochures) structure, will not, by reason of defect in material or manufacturing, for a period of fifty (50) years from the date of original installation, while affixed to the residence specified on the Application for Warranty Registration and 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, ACCEL warrants, for a period of thirty (30) years from the date of original installation, that the Product shall have a color change no greater than seven (7) NBS units and chalk no more than a six (6) rating (the “Coated System Limited Warranty”). Color change determination shall be made on a cleaned section of Product in accordance with ASTM D-2244-79. In the event the property 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 owner 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 THIRTY-YEAR LIMITED PRODUCT AND COATED SYSTEM LIMITED WARRANTY

If the owner notifies ACCEL within thirty (30) years of the original installation date that the Product has, by reason of defect in material or manufacturing, burned or supported combustion, split, cracked, warped, rotted, or perforated as a result of hail impact, or that the paint coating has chipped, peeled or flaked, or that the Product has failed to perform in accordance with the above “Coated System Limited Warranty” standards, ACCEL, after validation of the complaint by inspection by an authorized representative of ACCEL, will either repair, refinish or replace such Product, including all labor and materials at no cost to the owner. ACCEL may freely select, at its option, among the foregoing alternatives or, in lieu of any of them refund a cash amount equivalent to the original purchase price of the Product.

PRORATED TWENTY YEAR LIMITED PRODUCT WARRANTY

If the owner notifies ACCEL during the remaining twenty (20) years of the Limited Warranty period that the Product has, by reason of defect in material or manufacturing, burned or supported combustion, split, cracked, warped, rotted, or perforated as a result of hail impact, or that the paint coating has chipped, peeled or flaked, ACCEL, after validation of the complaint by an authorized representative of ACCEL, will repair, refinish or replace the defective Product only on the following basis:

During the thirty-first (31) year of the Limited Warranty period, and thereafter, for each succeeding year through the fortieth (40) year of usage, ACCEL’ liability shall be reduced by 7.5% per annum. From the forty-first (41) to the fiftieth (50) year ACCEL’ 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, ACCEL’s Product, including accessories, and is valid only if the genuine ACCEL 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 the cost for replacing any Product shall be the cost of the Product at the time of original installation.

The owner shall pay costs not contributed by ACCEL before any replacement commences, such as freight, taxes, permits, other sundry cost, and the owner’s prorated share of the material cost. In lieu of its prorated obligation to replace defective product, ACCEL may, at its sole option, repair or refinish defective product, or refund a cash amount as described herein.

OTHER TERMS AND CONDITIONS

1. Purchasers/owners of the installed 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”, having it validated by the dealer, applicator, contractor, builder, or distributor, and mailing it in accordance with the instructions therein. In the event of transfer of property, the new owner must send via

certified mail a copy of the original warranty. ACCEL 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 ACCEL Roofing Products in accordance with the standard terms and conditions set forth in the agreement of sale or contract.
3. To obtain Limited Warranty service, Limited Warranty claims stating the 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 ACCEL Roofing Products, a division of 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. ACCEL' obligations under this Limited Warranty shall be performed only by persons designated and compensated by ACCEL. The owner will provide free access for the performance of Limited Warranty inspections and/or 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 ACCEL shall release ACCEL from all liabilities and obligations with respect to the Product involved.
5. In the event that a defect is not the responsibility of ACCEL, and ACCEL incurs costs and expenses associated with inspecting such defects, then ACCEL will be reimbursed for all such costs by Owner, Contractor or Roofing Contractor at its discretion.
6. 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.
7. ACCEL warrants the Product only against defects in manufacturing, not against damage due to other causes. 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, damaged caused by other trades or contractors, and misuse, abuse, negligence, or failure to provide periodic maintenance.
8. If ACCEL 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 ACCEL elects to refinish any Product, it may use different coating materials and different methods of applying the same.
9. ACCEL MAKES NO WARRANTY EXCEPT AS SET FORTH HEREIN AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE AND/OR MERCHANTABILITY ARE EXCLUDED. THE REMEDIES SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO THIS PRODUCT WHETHER THE CLAIM ARISES IN CONTRACT, TORT, EQUITY OR OTHERWISE. ACCEL 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.
10. 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.
11. This writing embodies the entire limited warranty of ACCEL, 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. ACCEL 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 by 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 ACCEL Roofing Products, 6612 Snowdrift Road, Allentown, PA 18106 as instructed.