

Aztec Washer Company, Inc. ("Aztec") warrants to the Building Owner ("Customer") that, subject to the terms, conditions, and limitations stated herein, **Aztec** will replace any **35 Year Master Flash**® standard EPDM (ethylene propylene diene monomer) or Silicone pipe flashing products should it fail due to normal weather and/or atmospheric conditions within thirty five (35) years after the date of installation. **Aztec Washer Company's** recommended roof pitch criteria on **35 Year Master Flash**® standard is 0–45 degrees of pitch. As used herein, "fail" means that the product allows water to leak through the flashing.

Terms, Conditions, Limitations

- 1. The customer shall give *Aztec* written notice within 30 days of failure. Such notice shall set forth the date of installation and the nature of the defect and shall request a return authorization for warranty evaluation.
- 2. Upon receipt of *Aztec's* return authorization, the customer shall send the *35 Year Master Flash®* product, postpaid and insured, to *Aztec* for warranty evaluation.
- 3. If, upon Aztec's inspection, Aztec determines that the leak or leaks are caused by defects in Aztec materials or workmanship supplied or provided by Aztec (except as provided in paragraphs Number Four (4) and Number Five (5), Aztec's sole responsibility shall be to replace the defective 35 Year Master Flash® product at no cost to Customer.
- 4. This warranty shall not be applicable if, in the sole judgment of Aztec, any of the following shall occur:
 - a) The *Master Flash*® is damaged by natural disasters or Acts of God, including, but not limited to, lightning, gale force wind, hurricane, tornado, or earthquake or:
 - b) The 35 Year Master Flash® is damaged by any act of negligence, accident, or misuse, including, but not limited to, vandalism, civil disobedience, failure of the structure on which the 35 Year Master Flash® is installed, or act of war, or:
 - c) If metalwork, petrochemicals, or other installation materials not furnished by Aztec are used and result in the leak
- 5. This Warranty shall be null and void if, in the sole judgment of Aztec, any of the following shall occur:
 - a) If material modification is made to the *35 Year Master Flash*® including (but not by way of limitation) multiple penetrations, removal of material other than that necessary for appropriate
 - b) Failure by the customer to use reasonable care in maintaining the 35 Year Master Flash® and its application area or:
 - c) Application of 35 Year Master Flash® outside its normal application parameters:
 - 1) In proximity to temperatures lower than -67 degrees or higher than +250 degrees Fahrenheit, or:
 - II) In contact with petrochemicals or other corrosives, including (but not by way of limitation) roofing materials or:
 - d) Customer fails to comply with any of the terms or conditions stated herein.
- 6. During the term of this Warranty, *Aztec*, its agents, or employees shall be given free access during business hours to the application area.
- 7. Aztec shall have no obligation under this Warranty unless and until Customer shall fully pay the total purchase price to the authorized Aztec 35 Year Master Flash® distributor.
- 8. Aztec's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
- 9. This Warranty supersedes and is in lieu of any and all other express and implied warranties.

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF. AZTEC SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY. NO REPRESENTATIVE OF AZTEC HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.