

**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 **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 twenty (20) years after date of installation. **Aztec Washer Company's** recommended roof pitch criteria on **Master Flash**® standard is from 0–45 degrees of pitch. As used herein "fail" means that the product allows water to leak through the flashing.

## **Terms, Conditions, Limitations**

- 1. 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, Customer shall send the *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 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 disaster or Act of God, including, but not limited to, lightning, gale force wind, hurricane, tornado, or earthquake or:
  - b) The *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 *Master Flash*® is installed, or act of war, or:
  - c) If metal work, 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 *Master Flash*® including (but not by way of limitation) multiple penetrations, removal of material other than that necessary for appropriate sizing or:
  - b) Failure by the customer to use reasonable care in maintaining the *Master Flash*® and its application area or:
  - c) Application of *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 full purchase price to the authorized **Aztec 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 WHICH 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.