



**5 Year
LIMITED COATING MATERIAL WARRANTY
(*Self-Executing Warranty)**

Owner's Name: _____

Owner's Address: _____

City: _____ State: _____ Zip: _____

Building Name: _____

Building Address: _____

City: _____ State: _____ Zip: _____

Installer Name: _____

Installer Address: _____

City: _____ State: _____ Zip: _____

Installer Phone: _____ Polyglass Registered Contractor # (if applicable): _____

Polyglass Product(s) Used & Rate of Application: _____

Project Size: _____ Square Feet Completion Date: _____

Other Polyglass Products Used & Application (if any): _____

TERMS AND CONDITIONS:

Definitions: "Polyglass" shall mean Polyglass® U.S.A., Inc. 1111 W. Newport Center Drive; Deerfield Beach, FL 33442. "Owner" shall mean the original party listed above as Owner's Name whose building the Polyglass roof membrane product is installed.

Polyglass warrants that the Polyglass product to be free from manufacturing defects which would prevent the product from complying with the most current Product Data as published by Polyglass for the period of 5 years from the date of installation over a properly prepared and approved substrate condition when applied at a minimum total application rate of: 2 gallons per 100 square feet of PB70 or PG700; PB 24 a minimum total application rate of 3 gallons per 100 square feet (applied in 2 equal coats); PP65 a minimum total application rate of 3 gallons per 100 square feet (applied in 2 equal coats); PP60 a minimum total application rate of 2 gallons per 100 square feet (applied in 2 equal coats). *This warranty is for the sole benefit of owner described above ("Owner") and is not assignable or transferrable. *Warranty must be registered with Polyglass to become in effect otherwise the Polyglass product shall have warranty protection as provided by its Product Liability Coverage. *A legible copy of this Warranty and proof of purchase must be registered with Polyglass U.S.A., Inc. Attn: Warranty Department 1111 W. Newport Center Drive Deerfield Beach, FL 33442 within 90 days of the original date of purchase.

Should Polyglass installed coating products/system be deemed defective by Polyglass, as described above, Polyglass shall, at its sole option, repair or replace such defective material. Polyglass' combined total maximum liability shall not exceed the cost of the roof coating product at time of claim, excluding all installation related labor costs; costs of flashing, metal work or other materials supplied or furnished by others. This pro-rated sum shall be reduced by 1/5 each calendar year remaining in the warranty period and further reduced by any cost previously incurred by Polyglass for the replacement of Polyglass materials under this warranty. Any such repairs or replacement shall be Owner's SOLE AND EXCLUSIVE REMEDY against Polyglass.

Polyglass shall have no obligation based upon the following exclusions under this warranty:

- 1) Damage by natural disasters, including but not limited to Lightning, Hail, Gale force or other strong winds exceeding 8 on the Beaufort Scale, Floods, Hurricanes, Tornadoes, wind launched debris, Earthquakes or similar Acts of God or natural causes;
- 2) Damage by willful or negligent acts, fire, vandalism, or other misuse;
- 3) Damage by use of materials not furnished by Polyglass;
- 4) Owner or lessee fails to use reasonable care in maintaining and repairing the Polyglass membrane or other required components of the system.
- 5) Damage by structural failure, including, without limitation, settling or shifting of the building, or movement, cracking, or deflection of the roof deck, roof substrate, roof insulation, building design or construction, inadequate attic ventilation;
- 6) Damage by any chemical condition not disclosed to Polyglass, or traffic or storage of materials or infiltration of condensation or moisture in, through or around the walls, coping, building structure of the underlying or surrounding areas;
- 7) Alterations or repairs made on or through the system or objects (including, without limitation, machines, structures, fixtures, or utilities) are placed on the system without prior written authorization of Polyglass;
- 8) Metal work or other materials not furnished by Polyglass and used in the system resulting in leaks;
- 9) Poor workmanship in the application of materials as determined in Polyglass' sole judgment;
- 10) Failure to utilize Polyglass' latest instructions and recommendations as to installation procedures;
- 11) Damage, delamination or color variation resulting from **lack of positive, proper or adequate drainage;**
- 12) Loss in part or in whole of granule or other surfacing;
- 13) Damage or injury arising in any way from an actual or alleged discharge or release of any pollutant or waste, environmental or airborne contaminants;
- 14) Damage or injury arising in any way from testing/sampling of product, design and consulting errors or omissions.
- 15) Failure to register this warranty within 90 days of purchase to Polyglass.

In addition to items 1-15 above, owner agrees that Polyglass shall have no responsibility whatsoever for bodily injury to any person or damage to the structure or its contents directly or indirectly arising out of any defects in its coating product or any other consequential or incidental damages or attorneys fees. Polyglass' sole responsibility is the repair or replacement of defective product that is directly related to a failure to comply with published properties. This warranty does not include the cost of removal of existing, or the cost of labor to repair or replace the defective product and/or roofing covering/system installed to the Polyglass product.

Claim Procedure:

Polyglass shall have no obligation under this warranty unless Owner shall have promptly notified Polyglass in writing along with attached Proof of Purchase to Polyglass by registered or certified mail. Direct all claims to Polyglass, U.S.A., Inc. 1111 W. Newport Center Drive, Deerfield Beach, Florida 33442, ATTN: Warranty Department. Any claim shall provide a copy of warranty and detailed information of the leakage and alleged defect. Polyglass must receive such notice within ten (10) days after discovery of the claimed defect.

Owner shall provide Polyglass, and its agents and employees, free, safe and reasonable access to the roof during regular business hours during the term of the warranty. Owner shall be responsible for all costs related to safe and reasonable access to investigate claim.

Polyglass' good-faith determination of the source of leakage, damage, or alleged defect to the system shall be exclusive and binding to owner.

Polyglass' failure at any time to enforce any of the terms and conditions of this warranty shall not be construed as a waiver of such provisions.

Polyglass reserves the right to discontinue or modify any of its products and shall not be liable to Owner as a result of any such discontinuance or modification.

THIS WARRANTY SUPERCEDES AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SHALL BE OWNER'S EXCLUSIVE REMEDY AGAINST POLYGLASS OR ITS AFFILIATES, AND NEITHER POLYGLASS NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. POLYGLASS' AGENTS HAVE NO AUTHORITY TO GIVE WARRANTIES BEYOND THOSE PROVIDED IN THIS WARRANTY. ALL RIGHTS AND DUTIES ARISING UNDER THIS WARRANTY SHALL BE GOVERNED BY FLORIDA LAW.

Warranty presented and determined as incomplete or inaccurate shall be considered null and void. By including the signature below, I confirm that I have read and acknowledge the above Terms and Conditions of this warranty.

Owner's Signature _____ Date _____

Sept 2015 5yrSE WTY

Due to document size, print and submit on legal 8.5" x14" legal paper or as 2 pages