



5 Year LABOR & MATERIAL COATING WARRANTY (NDL)

Owner's Name:
Owner's Address:

Building Name:
Building Address:

Roofing Contractor Name:
Roofing Contractor Address:
Roofing Contractor Phone:

Polyglass Registered Contractor #:

Polyglass Coating Product(s) Used & Rate of Application: _____ *Roof coating must be maintained at all times.*

Project Size: _____ Square Feet Completion Date: _____

Other Polyglass Products Used (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 the Polyglass' membrane to be free from manufacturing defects which affects the ability of the product to perform in a watertight manner (herein considered defective) for the period of **FIVE (5)** years from the date of original installation of the roofing membrane. This warranty is for the sole benefit of Owner described above.

Should Polyglass' membrane be deemed defective by Polyglass, as described above, Polyglass shall exercise the option to repair or replace such defective materials, including any associated labor to perform these tasks without monetary limitation; excluding all installation related labor costs associated to flashings, metal work, or other materials not supplied or furnished by Polyglass. Any such repair or replacement to remedy leakage shall be owner's **SOLE AND EXCLUSIVE REMEDY** against Polyglass.

Assignment of Warranty: This warranty is eligible to being assigned by original owner only to one successive party provided a) owner shall notify POLYGLASS in writing of the new party's name and address 30 days prior to building sold or up to a maximum of six (6) months after the sale and b) owner pays a transfer fee of \$500.00 plus any out-of-pocket cost for travel, lodging and meals determined necessary by POLYGLASS to re-observe roof prior to transfer. Upon receipt of the foregoing, POLYGLASS will advise owner within thirty (30) days of its approval of such proposed assignment.

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, strong winds exceeding 9 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 comply with Polyglass Roof Maintenance Warranty Guidelines. Polyglass Roof Maintenance Warranty Guidelines is available at: www.polyglass.us
- 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 roof or objects (including, without limitation, machines, structures, fixtures, or utilities) are placed on the roof without prior written authorization of Polyglass;
- 8) Metal work or other materials not furnished by Polyglass and used in the roofing system resulting in leaks;
- 9) Poor workmanship in the original application of materials as determined in Polyglass' sole judgment;
- 10) Failure to utilize Polyglass' latest instructions and recommendations as to installation procedures;
- 11) Damage 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 the membrane, design and consulting errors or omissions.
- 15) Failure to comply with any and all Terms and Conditions of this warranty;

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 roof material or any other consequential or incidental damages or attorney's fees. Polyglass' sole responsibility is the repair or replacement of defective material that is directly related to leakage. This warranty does not include the cost of removal of existing, or the cost of labor to repair or replace the defective material and/or roofing covering/system installed to the Polyglass material.

Cancellation of Warranty: This warranty shall become null and void if any of the following work is performed without prior written approval of Polyglass: a) any alterations or repairs to the roof of any magnitude, except of an emergency nature to remedy leakage; b) subsequent work on or through the roof, or c) changes in building usage; d) change in ownership of the building; e) any unauthorized damaging activity on or to the roof; f) failure to pay a Polyglass invoice for claim procedures not covered under the warranty.

Claim Procedure:

Polyglass shall have no obligation under this warranty unless Owner shall have promptly notified Polyglass in writing 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. Polyglass reserves the right to request retained samples from the roof to be provided at Owner's expense and submitted to Polyglass for analysis in lieu of any site review of in-service materials. 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. Failure to comply with Claims Procedure will result in voiding of this warranty.

Polyglass' good-faith determination of the source of leakage, damage, or alleged defect to the roof 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 constitutes your entire express warranty for the products or system of products purchased. To the extent permitted by law, all other warranties, whether express or implied, including, but not limited to the implied warranties of **MERCHANTABILITY** and **FITNESS FOR A PARTICULAR PURPOSE** are EXCLUDED. ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW ARE LIMITED IN DURATION TO THE TERM OF THIS WARRANTY. POLYGLASS WILL NOT PAY OR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS OR BUSINESS INTERRUPTION LOSS. YET, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. No implied warranty can be modified by any course of dealing, course of performance or usage of trade. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. NO REPRESENTATION, PROMISE, AFFIRMATION OR STATEMENT BY ANY EMPLOYEE OR AGENT OF POLYGLASS WILL BE ENFORCEABLE AGAINST POLYGLASS UNLESS IT IS SPECIFICALLY INCLUDED IN THIS WARRANTY. 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.

Signed on Behalf of Polyglass U.S.A. Inc.

Date

OWNER MAINTENANCE WARRANTY GUIDELINES

MAINTENANCE AND CARE FOR YOUR POLYGLASS PRODUCT

There are various items associated with your roof/coating system that are **NOT** covered under the manufacturer's warranty. Some can have a direct impact on the performance, life cycle and watertight integrity of the roofing/coating system. The Owner has a responsibility to regularly maintain the roofing system. It is recommended that a file of records be maintained related to all roof and roof-top associated activities. Such file should contain the original warranty, invoices related to the original roof installation, repair invoices, a log of roof inspections and any roof-top activities such as service to roof top mechanical equipment. Polyglass recommends the Owner institute a roof log for all parties accessing the roof, regardless of who or the purpose, that they are required to sign. This protects you, the owner from: 1) unwanted roof traffic and 2) any damage caused can, many times, be traced back to the responsible party.

Industry organizations such as, National Roofing Contractors Association (NRCA) and the Asphalt Roofing Manufacturers Association (ARMA) recommend that roofs have a visual inspection at a minimum rate of two (2) times per year by a qualified party. Many Polyglass Registered Contractors offer this service for a nominal fee. Such visual inspections are generally recommended in the spring and fall. It is a good practice to have the roofs inspected after severe weather conditions such as: Hail, strong winds, Hurricanes, Blizzards, ice storms, etc. Proper precautions should be followed during inspections to prevent against trip/fall accidents.

Guidelines For Roof Inspection & Generalized Remedial Repairs

1. Remove roof-top debris, such as; leaves, branches, dirt, rocks, bottles, trash, etc., that has accumulated.
2. Clean gutters, downspouts, drains and scuppers. Make sure water freely flows from the roof. No standing water should remain on the roof surface within 48 hours after the last precipitation.
3. Examine all metal flashing areas for rusting or damage that may have been caused by traffic, wind, Hail, Snow, Ice, etc. All damaged, loose, or poorly sealed materials must be repaired by a Polyglass Registered Contractor or otherwise approved by Polyglass.
4. All exposed mastics and sealants regardless of purpose or function, are maintenance items to be maintained and remediated by the Owner, including pitch pan and metal flashing sealants.
5. Examine all adjacent areas to the roof, parapet walls and adjoining structures. Damage to items such as masonry, failing mortar joints, loose or missing sealants, loose stone/tile caps, loose and improperly sealed counterflashing, etc. often causes leaks that are inadvertently blamed on the roofing system and not provided for by the manufacturer's warranty. Not only does this cost the roofing manufacturer time in the investigation of problems not associated with the product, it may cost the Owner time and money. Many manufacturers, including Polyglass, may charge an Owner for the time spent to investigate non-warranty related problems. These items need to be repaired by the properly trained personnel to avoid any unnecessary charges or voiding of warranty coverage. Unauthorized repairs will void the manufacturer's warranty.
6. When repairing items to the roof/coating product(s), associated items, or building structure, be sure to use precaution and properly protect the roof/coating product(s) from damage.
7. Examine roof-top equipment, such as; air condition units, condensers, exhaust fans, antennas and other roof-top items for damage. Check for leaking oil, damaged flashings or loose parts/equipment that could cause puncture damage to the roof/coating product(s). All units shall be checked to assure they are sound, watertight and not be displaced by wind events.
8. Check the building for excessive movement or settlement. Improper placement or omission, or the need for expansion joints, could cause splits or stress in the roof/coating system, drastically reducing the life cycle of the system.
9. All work directly or indirectly related to the roof/coating system, where the materials need to be repaired; i.e. new curbs, units, exhaust fans, antenna installation, repairs, etc., must be accomplished by a current Polyglass Registered Contractor. Failure of the Owner to utilize a Polyglass Registered Contractor will result in immediate termination of the warranty without further notification.

Conditions beyond those noted herein above should be provided to Polyglass, in writing within 15 days of discovery for recommendations. To avoid interruption and/or cancellation of your warranty coverage, compliance with the above Owner Maintenance Warranty Guideline is recommended.