



TEN YEAR LIMITED- ON LINE
POLYSTICK MATERIAL WARRANTY
Attach proof of purchase to this form.

Owner's Name
Owner's Address City State Zip
Building Name
Building Address City State Zip
Roofing Contractor Name Registered Contractor #
Roofing Contractor Address City State Zip
Roofing Contractor Phone: FAX:
Polyglass Product(s) Used Project Size: Roofing Specification Used:
Completion Date: Day Month Year

TERMS AND CONDITIONS:

Polyglass warrants that Polyglass' underlayment will be free from manufacturing defects which affects the ability of the product to maintain the roof in a watertight condition for the period of Ten (10) years from the date of installation of the underlayment.

Should Polyglass' underlayment be deemed defective by Polyglass, as described above, Polyglass shall replace such defective materials, excluding labor. Polyglass' maximum liability shall not exceed the original cost of the defective underlayment, excluding all installation related labor costs; costs of flashing, metal work, or other materials supplied or furnished by others.

Polyglass shall have no obligation under this warranty in the event of:

- 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, excessive foot traffic, 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 underlayment or the steep sloped roofing 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 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 application of materials as determined in Polyglass's 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) Failure to comply with any and all Terms and Conditions of this warranty;
13) Damage or injury arising in any way from an actual or alleged discharge or release of any pollutant or waste; or
14) Damage or injury arising in any way from testing or consulting errors or omissions.

In addition to items 1-14 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 defect in its roof underlayment or any other consequential or incidental damages or attorneys fees. Polyglass' sole responsibility is the replacement of defective underlayment membrane.

Owner shall provide Polyglass, and its agents and employees, free access to the roof during regular business hours during the term of the warranty.

Polyglass' good-faith determination of the source of leaks, damage, or 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 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 WITH RESPECT TO THE ROOF, AND NEITHER POLYGLASS NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. OWNER FURTHER AGREES THAT 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 NEVADA LAW
If warranty is not completed in full and correctly, warranty becomes null and void. Warranty is not transferable.