



10 YEAR ROOFING SYSTEM WARRANTY NON-PRORATED, NO DOLLAR LIMIT

Owner's Name, Owner's Address, Building Name, Building Address, Roofing Contractor Name, Roofing Contractor Address, Roofing Contractor Phone, Polyglass Product(s) Used, Project Size, Roofing Specification Used, Completion Date, Term of Warranty, Warranty Number

TERMS AND CONDITIONS:

- 1. Definitions: POLYGLASS shall mean POLYGLASS USA, Inc., 150 Lyon Drive, Fernley, Nevada 89408. OWNER shall mean the original owner whose name appears above, upon whose building the roofing membrane was installed.
2. General Provisions: a) Except as otherwise stated herein, POLYGLASS warrants the roofing membrane against deficiencies as defined by POLYGLASS in the installed roofing system resulting in leakage for a Ten (10) year period from the original installation completion date as indicated above.
3. Term of Warranty: Except as indicated in paragraphs 2, 6, 8 and 12 hereof, this warranty is valid from the date of final completion and acceptance by POLYGLASS as indicated above.
4. Notice: Polyglass shall have no obligation under this warranty unless The OWNER shall have promptly notified Polyglass in written notice along with Proof of Purchase by registered/certified mail of any leak within fifteen (15) days after discovery of the leak to Polyglass USA, Inc. 621 Snively Avenue, Winter Haven, Florida 33880.
5. Replacement Costs: POLYGLASS warrants to the original Owner that during the warranty period stated above, commencing on the date of completion stated herein, if notified of leakage, POLYGLASS through its authorized representative, shall observe the roof.
6. Exclusions: This warranty is not an insurance policy or maintenance agreement, routine inspections, and maintenance are owner's responsibility. Failure to follow the maintenance program provided will void the warranty.
7. POLYGLASS is not responsible for leaks resulting from water entry from any other portion of the building or structure other than as stated herein
8. 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;
9. Access to the Roof: Owner shall provide free and safe access to the roof and related premises to an authorized representative of POLYGLASS during the term of this warranty.
10. Commencement of Warranty: This warranty shall not become effective, nor will POLYGLASS have any obligation under this warranty until all monetary obligations for materials and services related to this installation or subsequent repairs, or inspections are paid in full by OWNER.
11. Waiver: POLYGLASS failure at any time to enforce any conditions stated herein shall not be construed as a waiver of any provision of this warranty.
12. Assignment of Warranty: This warranty may be assigned by owner to a successive party provided a) owner shall notify POLYGLASS in writing of the new party's name and address and b) owner pays a transfer fee of \$250.00 plus any out-of-pocket cost for travel, lodging and meals determined necessary by POLYGLASS to re-inspect roof prior to transfer.
13. Additional Repairs: In the event repairs are required which are not covered by this warranty, POLYGLASS will advise OWNER of such repairs to be made at OWNER's expense.
14. In the event POLYGLASS pays for repairs which are required due to the acts or omissions of others, or other reasons not covered by this warranty, POLYGLASS shall be subrogated to all rights of recovery of owner to the extent of the amount of the repairs.
15. Because POLYGLASS does not practice Engineering or Architecture, neither the issuance of this Warranty nor any review of the Project Documents, building or other construction conditions by POLYGLASS representatives shall constitute any acceptance or implied warranty by POLYGLASS of such plans, specifications and construction, or in any way constitute an extension of the terms and conditions of this Warranty.
16. POLYGLASS does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein.
17. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The venue shall be one satisfactory to both owner and POLYGLASS.

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 OR 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.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts so the above limitation or exclusion may not apply to you. This warranty gives you the specific legal rights and you may also have other rights which vary from state to state. All rights and duties arising under this warranty shall be governed by the Nevada law. If warranty is not completed in full and approved by POLYGLASS, this warranty becomes null and void.

SIGNED ON BEHALF OF POLYGLASS

DATE