



# 12 YEAR ROOFING SYSTEM WARRANTY NON-PRORATED, NO DOLLAR LIMIT

Owner's Name \_\_\_\_\_

Owner's Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Building Name \_\_\_\_\_

Building Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Roofing Contractor Name \_\_\_\_\_ Polyglass Registered Contractor # \_\_\_\_\_

Roofing Contractor Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Roofing Contractor Phone: \_\_\_\_\_ Email/Web address: \_\_\_\_\_

Polyglass Product(s) Used \_\_\_\_\_ Project Size: \_\_\_\_\_ Roofing Specification Used: \_\_\_\_\_

Completion Date: Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_ Term of Warranty: \_\_\_\_\_ years 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 Twelve (12) year period from the original installation completion date as indicated above. b) No representative of POLYGLASS® has the authority to make any representations or promises except as stated herein. c) The original installation of the roofing membrane must be free of errors, omissions, or poor workmanship in accordance with POLYGLASS® current published specifications in order for this warranty to be in force.
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, ATTN: Warranty Department, in order for this warranty to be effective.
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. If, after observation, POLYGLASS®, at its sole discretion, determines that the leakage is the result of faulty material supplied by POLYGLASS®, ordinary wear and tear, deficiencies in any or all of the POLYGLASS® supplied component materials of the roofing system, or workmanship deficiencies in the application of the POLYGLASS® supplied component materials, then POLYGLASS® shall remediate covered leakage conditions by means determined by POLYGLASS® providing replacement membrane and reasonable labor required to properly repair or replace the damaged areas as determined by POLYGLASS®.
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. This warranty will not apply if damage is the direct or indirect result of: a) acts of God or natural causes such as, but not limited to, lightning, hail, gale force or other strong winds not to exceed 8 on the Beaufort Scale, floods, hurricanes, tornadoes, wind launched debris or earthquakes; b) fire; c) accidents; d) vandalism; e) negligence, misuse, or failure of owner to provide reasonable maintenance to the roof; f) structural defects or other excessive building movement; g) lack of positive drainage; h) exposure of the roofing to solvents and/or petroleum distillates such as but not limited to Xylene, Toluene, or Gasoline; i) the disregard of manufacturer's handling procedures with respect to storing, handling and installing of roofing membrane; j) distortion, expansion or contraction of any non-guaranteed flashing, or metal work; k) infiltration or condensation of moisture through or around the walls, coping, hardware or equipment, building structure or underlayment or surrounding materials or a lack of a needed vapor barrier; l) traffic or storage of materials upon the roof; m) damage to the roofing membrane caused by installation of roof top or through roof systems such as but not limited to, a sprinkler system, water or air conditioning equipment, antenna, frame work for signs, water tower or other such items on the roof after the installation of the roofing membrane without prior written approval of POLYGLASS®; n) inadequate performance of products not supplied or furnished by POLYGLASS®, including but not limited to metal work, mechanical attachments and adhesives; o) tie-ins to existing roof systems; p) environmental contaminants; q) loss of granule or other roof surfacing materials; r) any exposed mastics or sealants; s) Damage or injury arising in any way from an actual or alleged discharge or release of any pollutant or waste; t) Damage or injury arising in any way from testing or consulting errors or omissions.
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; 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.
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. Owner shall bear any and all expenses of removing and replacing any walking pads or traffic surfaces, or other appurtenances built over the roof if removal is necessary to investigate or repair any suspected problem in the roofing membrane. POLYGLASS® retains the right to make core extractions and properly repair such extractions. The expenses for extractions are to be paid by POLYGLASS®. Failure or refusal to provide such access will immediately and without other notification void all warranty coverage.
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. Upon receipt of the foregoing, POLYGLASS® will advise owner within thirty (30) days of its approval of such proposed assignment.
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. If the required repairs are promptly made by OWNER, this warranty shall remain in effect for the unexpired portion of its original term. If OWNER does not make the required repairs promptly, not to exceed 30 days of being notified, this warranty shall automatically terminate without further notice from POLYGLASS®.
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. Any roof inspections are solely for the benefit of POLYGLASS®.
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.

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SIGNED ON BEHALF OF POLYGLASS®

\_\_\_\_\_  
DATE