



# ML (15 YEAR) Material & Labor Warranty NPR/NDL

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 \_\_\_\_\_

## TERMS AND CONDITIONS:

1. Definitions: "Polyglass" shall mean Polyglass, 150 Lyon Drive, Fernley, Nevada 89408. "OWNER" shall mean owner whose name appears on page 1 hereof, upon whose building the roofing membrane was installed.

2. General Provisions: a) Except as otherwise stated herein, Polyglass warrants the roofing membrane against manufacturing defects in the product resulting in leakage for a **Fifteen** (15) year period from the installation completion date as indicated above, excluding installation. 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/improper workmanship by the roofing contractor and must be installed in accordance with Polyglass' current published specifications in order for this warranty to be effective.

3. Term of Warranty: Except as indicated in paragraphs 7, 8 and 12 hereof, this warranty is valid for **Fifteen** (15) Years from the date of completion as indicated above.

4. Notice: Polyglass shall have no obligation under this warranty unless 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, Incl. 621 Snively Avenue, Winter Haven, Florida 33880 ATTN: Warranty Department, in order for this warranty to be effective.

5. Claims/Replacement Costs: Polyglass, through its authorized representative, shall make an inspection of the roof. If, after inspection, Polyglass, at its sole discretion, determines that the leakage is the result of faulty material manufactured by Polyglass, then Polyglass shall provide all primary materials and the established necessary and reasonable labor to replace it, with no limit or proration, at no charge to owner, excluding accessories and other products not manufactured by Polyglass.

6. Exclusions: 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, lightning, hail, gale force or other strong winds in excess of 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) application to the roofing of solvents and petroleum distillates such as but not limited to Xylene, Toluene, or gasoline; i) disregard of manufacturer's handling procedures with respect to storing, handling and installing of roofing membrane; j) distortion, expansion or contraction of any covered 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; l) traffic or storage of materials upon the roof; m) damage to the roofing membrane caused by installation of a sprinkler system, water or air conditioning equipment, radio or television antenna, frame work for signs, water tower or other installation on the roof after the installation of the roofing membrane without prior written approval of Polyglass; n) poor workmanship by the roofing contractor; o) inadequate performance of products not manufactured by Polyglass, including but not limited to metal work, mechanical attachments and adhesives; p) tie-ins to existing roof systems; q) environmental contaminates; r) contractor's installation; 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. Cancellation of Warranty: This limited warranty shall become null and void if the submitted warranty information is incomplete and/or the following work is performed without prior written approval of Polyglass: a) any alterations or repairs to the roof, except as authorized by Polyglass; b) subsequent work on or through the roof; c) changes in building usage; d) abuse, neglect, improper maintenance by owner or his representative; e) any and all court, filing, or attorneys fees.

8. Access to the Roof: Owner shall provide free access to the roof and related premises to an authorized representative of Polyglass during the term of this warranty. Owner shall bear this expense of removing and replacing any traffic surfaces or other appurtenances built over the roof if removal is necessary to investigate or repair any claim regarding the roofing membrane. Refusal of access shall result in the voiding of all warranties. Polyglass retains the right to make core extractions and properly repair such extractions. The expenses for extractions are to be paid by Polyglass.

9. Commencement of Warranty: This warranty shall not become effective, nor will Polyglass have any obligation under this warranty until all monetary amounts for materials and services related to this installation, inspections, warranty fees, or claims are paid in full by OWNER.

10. 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.

11. 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 \$150 plus any out-of-pocket cost for travel, lodging meals determined necessary by Polyglass to reinspect roof prior to transfer. Upon receipt of the foregoing, Polyglass will advise owner within thirty (30) days of its approval of such proposed reassignment.

12. 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 the original term. If OWNER does not make the required repairs promptly, this warranty shall be automatically terminated without further notice from Polyglass.

13. Installer must be a Polyglass Registered Contractor.

**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.