



Fifteen Year Roofing System Warranty Non-Prorated, No Dollar Limit

Building Owner's Name _____

Building Owner's Address _____ City _____ State _____ Zip _____

Building Name _____

Building Address _____

Roofing Contractor's Name _____ Registered Contractor # _____

Roofing Contractor's Address _____

Roofing Installation Completed on Day _____ Month _____ Year _____ Polyglass Specification Used: _____

Product Used _____ Term of Warranty: Fifteen (15) Year

TERMS AND CONDITIONS:

- Definitions:** "POLYGLASS" shall mean POLYGLASS? USA, Inc., 150 Lyon Drive, Fernley, Nevada 89408. "OWNER" shall mean the original building owner whose name appears above, upon whose building the roofing membrane was installed.
- General Provisions:** a) Except as otherwise stated herein, POLYGLASS? warrants the roofing membrane against splits or tears resulting in leakage for a fifteen (15) year period from the 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 effective.
- Term of Warranty:** Except as indicated in paragraphs 8 and 12 hereof, this warranty is valid from the date of installation completion as indicated above.
- Notice:** The OWNER shall provide written notice to POLYGLASS? of any leak within fifteen days after discovery of the leak in order for this warranty to be effective.
- Replacement Costs:** POLYGLASS? warrants to the original Building Owner that during warranty period stated above, commencing with the date of completion, also stated above, 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? , result of wear and tear, or 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 provide the OWNER with a replacement membrane and the labor required to properly repair, relay, or replace the damaged areas.
- Exclusions:** This warranty is not an insurance policy or maintenance agreement, routine inspections and maintenance are the Building 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 the 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 unguaranteed 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) inadequate performance of products not manufactured by POLYGLASS? , including but not limited to metal work, mechanical attachments and adhesives; o) tie-ins to existing roof systems. POLYGLASS? is not responsible for leaks resulting from water entry from any other portion of the building or structure than as stated herein.
- Cancellation of Warranty:** This limited warranty shall become null and void if the following work is performed without prior written approval of Polyglass: a) any alterations or repairs to the roof, except of an emergency nature; b) subsequent work on or through the roof, or c) changes in building usage.
- Access to the Roof:** The OWNER shall provide free access to the roof and related premises to an authorized representative of POLYGLASS? during the term of this warranty. The 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 a split or tear 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? .
- Commencement of Warranty:** This warranty shall not become effective, nor will POLYGLASS? have any obligation under this warranty until all bills for materials and services related to this installation are paid in full by OWNER.
- 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.
- Assignment of Warranty:** This warranty may be assigned by the OWNER to a successive party provided a) the OWNER shall notify POLYGLASS? in writing of the new party's name and address and b) the OWNER pays a transfer fee of \$150 to POLYGLASS? to cover the costs of transferring the warranty documents. Upon receipt of the foregoing, POLYGLASS? will advise the OWNER within thirty (30) days of its approval of such proposed assignment.
- 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, this warranty shall be automatically terminated without further notice from POLYGLASS? .
- In the event POLYGLASS? pays for repairs which are required due to the acts or omissions of others, POLYGLASS? shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount of the repairs.
- Because POLYGLASS? does not practice Engineering or Architecture, neither the issuance of this Warranty nor any review of the Building's construction or inspection of the roof plans (or the Building's roof deck) by POLYGLASS? representatives shall constitute any 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? .
- POLYGLASS? does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein.
- 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 the 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 THE 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, warranty becomes null and void.

SIGNED ON BEHALF OF POLYGLASS?

DATE

W15NPR (group 4)

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