



## 30 YEAR POLYSTICK® MATERIAL LIMITED WARRANTY

Polyglass® U.S.A, Inc. (Polyglass) warrants to the owner of the structure at the time of installation (the "Original Owner"), of the Polystick®, as marketed by Polyglass, subject to the exclusions, conditions and limitations noted below, that the Polystick TU Plus, TU Max or MTS Plus as the underlayment product will be free from manufacturing defects that will result in roof leaks.

### TERMS AND CONDITIONS:

Definitions: "Polyglass" shall mean Polyglass® U.S.A, Inc. 1111 W. Newport Center Drive; Deerfield Beach, FL 33442. "Owner" shall mean the original party listed above as Owner's Name whose building the Polyglass roof underlayment product is installed.

Polyglass warrants; the Polyglass' product(s) to be free from manufacturing defects which affects the ability of the underlayment to perform in a watertight manner (herein considered defective) for the period of Thirty (30) years from the date of original installation of the underlayment. This warranty is strictly intended for the sole benefit of the owner described above ("Owner") and is not transferrable or assignable. Proof of purchase is required for validation of warranty.

Should Polyglass' underlayment be deemed defective by Polyglass, as described above, Polyglass shall exercise the option to repair or replace such defective materials, excluding any associated labor to perform these tasks. Polyglass' maximum liability, under any circumstances, shall not exceed the original cost of the defective underlayment; excluding all installation related labor costs; costs of flashing, metal work, or other materials not supplied or furnished by Polyglass. This sum shall be pro-rated at year Eleven (11) of its term, reduced by Five percent (5%) each calendar year remaining in the warranty period and further reduced by any cost previously incurred by Polyglass for the repair or replacement of any Polyglass materials under this warranty. Any such repair or replacement to remedy leakage shall be owner's SOLE AND EXCLUSIVE REMEDY against Polyglass.

### Polyglass shall have no obligation based upon the following exclusions under this warranty:

- 1) Damage by natural disasters, including but not limited to lightning, hail, gale force winds as described by 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 or approved by Polyglass;
- 4) Owner or lessee fails to comply with Polyglass Roof Maintenance Warranty Guidelines. Polyglass Roof Maintenance Warranty Guidelines are available at: [www.polyglass.us](http://www.polyglass.us) Owner or lessee fails to use reasonable care in maintaining and repairing the steep sloped roofing cover/system installed to it;
- 5) Damage by structural fatigue, including and without limitation; settling or shifting of the structure, movement, cracking, and/or deflection of the roof deck, roof substrate, roof insulation, building design or construction, inadequate ventilation;
- 6) Damage by any chemical condition, 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 and without limitation; equipment, 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 original application of materials as determined by Polyglass' sole judgment;
- 10) Failure to strictly comply with Polyglass' latest instructions and recommendations as to product installation;
- 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, environmental or airborne contaminants;
- 14) Damage or injury arising in any way from testing/sampling of underlayment, design and consulting errors or omissions.
- 15) Failure to comply with any and all Terms and Conditions of this warranty;

In addition to items 1-15 above 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 defects in its roof underlayment or any other consequential or incidental damages or attorney's fees. Polyglass' sole responsibility is the repair or replacement of defective underlayment that is directly related to leakage. This warranty does not include the cost of removal of existing materials, or the cost of labor to repair or replace the defective underlayment and/or overburden, other roofing covering/system installed to the Polyglass underlayment.

### Claim Procedure:

Polyglass shall have no obligation under this warranty unless Owner shall have promptly notified Polyglass in writing along with attached Proof of Purchase to Polyglass by Registered or Certified Mail. Direct all claims to Polyglass, U.S.A, Inc. 1111 W. Newport Center Drive, Deerfield Beach, Florida 33442, ATTN: Warranty Department. Any claim shall provide a copy of warranty and detailed information of the leakage and alleged defect. Polyglass must receive such notice within ten (10) days after discovery of the claimed defect. Failure to notify will result in voiding of this warranty. Polyglass reserves the right to request retained samples from the roof to be provided at Owner's expense and submitted to Polyglass for analysis in lieu of any site review of in-service materials.

Owner shall provide Polyglass, and its agents and employees, free, safe and reasonable access to the roof during regular business hours during the term of the warranty. Owner shall be responsible for all costs related to safe and reasonable access to investigate claim. Failure to comply will result in voiding of this warranty.

Polyglass' good-faith determination of the source of leakage, damage, or alleged 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 constitutes your entire express warranty for the products or system of products purchased. To the extent permitted by law, all other warranties, whether express or implied, including, but not limited to the implied warranties of **MERCHANTABILITY** and **FITNESS FOR A PARTICULAR PURPOSE** are EXCLUDED. ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW ARE LIMITED IN DURATION TO THE TERM OF THIS WARRANTY. POLYGLASS WILL NOT PAY OR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS OR BUSINESS INTERRUPTION LOSS. YET, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. No implied warranty can be modified by any course of dealing, course of performance or usage of trade. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. NO REPRESENTATION, PROMISE, AFFIRMATION OR STATEMENT BY ANY EMPLOYEE OR AGENT OF POLYGLASS WILL BE ENFORCEABLE AGAINST POLYGLASS UNLESS IT IS SPECIFICALLY INCLUDED IN THIS WARRANTY. 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 FLORIDA LAW.