10 YEAR COATING MATERIAL LIMITED WARRANTY (* Self Executing)

Building Owner:
Building Owner Address:

Building Name:
Building Address:

Polyglass Product(s) Used:

Product	Application Rate

Project Size:

Completion Date:
Warranty Number

TERMS AND CONDITIONS:

Definitions: "Polyglass" shall mean Polyglass® U.S.A., Inc.; "Owner" shall mean the legal owner of the building to which the Polyglass products are installed as shown above on this warranty.

Polyglass warrants that the Polyglass product(s) to be free from manufacturing defects which would prevent the product from complying with the most current Product Data for the period of **TEN (10)** years from the date of installation over a properly prepared and approved substrate condition when applied at a minimum total application rate of: 2 gallons per 100 square feet of PolyBrite 55, PolyBrite 70, PG 700, PolyBrite 71-HS or PolyBrite 75; PolyBrite 90 at a minimum total application rate of 1.5 gallons per 100 square feet, or PolyBrite 95 at a minimum total application rate of 2 gallons per 100 square feet. *This warranty is for the sole benefit of owner described above ("Owner") and is not assignable or transferrable. *Warranty must be registered with Polyglass U.S.A., Inc. to become in effect otherwise the Polyglass product shall have warranty protection as provided by its Product Liability Coverage.

Should the Polyglass installed coating products/system be deemed defective by Polyglass, as described above, Polyglass shall, at its sole option, repair or replace such defective material. Polyglass' combined total maximum liability shall not exceed the cost of the roof coating product at time of claim, excluding all installation related labor costs; costs of flashing, metal work or other materials supplied or furnished by others. This pro-rated sum shall be reduced by 1/5 each calendar year remaining in the warranty period and further reduced by any cost previously incurred by Polyglass for the replacement of Polyglass materials under this warranty. Any such repairs or replacement 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 wind and above as described on 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, fire, vandalism, or other misuse;
3) Damage by use of materials not furnished by Polyglass;
4) Owner or lessee fails to use reasonable care in maintaining and repairing the Polyglass membrane or other required components of the system.
5) Damage by structural failure, including, without limitation, settling or shifting of the building, or movement, cracking, or deflection of the roof deck, roof substrate, roof insulation, building design or construction, inadequate attic ventilation;
6) Damage by any chemical condition not disclosed to Polyglass, or 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 system or objects (including, without limitation, machines, structures, fixtures, or utilities) are placed on the system without prior written authorization of Polyglass;
8) Metal work or other materials not furnished by Polyglass and used in the system resulting in leaks;
9) Poor workmanship in the application of materials as determined in Polyglass' sole judgment;
10) Failure to utilize Polyglass' latest instructions and recommendations as to installation procedures;
11) Damage, delamination or color variation resulting from **lack of positive, proper or adequate drainage;**
12) Loss in part or in whole of granule or other surfacing;
13) Damage or injury arising in any way from an actual or alleged discharge or release of any pollutant or waste, environmental or airborne contaminates;
14) Damage or injury arising in any way from testing/sampling of product, design and consulting errors or omissions.
15) Failure to register this warranty within 90 days of purchase to Polyglass U.S.A.., Inc.

In addition to items 1-15 above, owner agrees 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 coating product or any other consequential or incidental damages or attorney's fees. Polyglass' sole responsibility is the repair or replacement of defective product that is directly related to a failure to comply with published properties. This warranty does not include the cost of removal of existing, or the cost of labor to repair or replace the defective product and/or roofing covering/system installed to the Polyglass product.

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 U.S.A., Inc. must receive such notice within ten (10) days after discovery of the claimed defect.

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.
Polyglass' good-faith determination of the source of leakage, damage, or alleged defect to the system 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 WARRANTY SUPERCEDES AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABLILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SHALL BE OWNER'S EXCLUSIVE REMEDY AGAINST POLYGLASS OR ITS AFFILIATES, AND NEITHER POLYGLASS NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY CONSEQUENTIAL OR INCINDENTAL DAMAGES. POLYGLASS' AGENTS HAVE NO AUTHORITY TO GIVE WARRANTIES BEYOND THOSE PROVIDED IN THS WARRANTY.ALL RIGHTS AND DUTIES ARISING UNDER THIS WARRANTY SHALL BE GOVERNED BY FLORIDA LAW.

Signed on Behalf of Polyglass U.S.A. Inc. **Date**

Due to document size, print and submit on legal 8.5" x14" legal paper or as 2 pages

SAMPLE

OWNER ROOF MAINTENANCE WARRANTY GUIDELINES

MAINTENANCE AND CARE FOR YOUR POLYGLASS PRODUCT

There are various items associated with your coating/roofing product that may **NOT** be covered under the manufacturer's warranty. Some can have a direct impact on the performance, life cycle and watertight integrity of the in-service product. The Owner has a responsibility to regularly maintain their roofing system. To help regulate and document activities, it is recommended that a file of records be maintained related to all roof and roof-top associated activities. Such file should contain the original warranty, invoices related to the original roof installation, repair invoices, a log of roof inspections and any roof-top activities such as service to roof top mechanical equipment. Polyglass recommends the Owner institute a roof log for all parties accessing the roof, regardless of who or the purpose, that they are required to sign. This can protect the owner from: 1) unwanted roof traffic; 2) any damage caused can, many times, be traced back to the responsible party.

Industry organizations such as, National Roofing Contractors Association (NRCA) and the Roof Coatings Manufacturers Association (RCMA) recommend that roofs have a visual inspection at a minimum rate of two (2) times per year by a qualified party. Many Polyglass Approved Applicators offer this service for a nominal fee. Such visual inspections are generally recommended in the spring and fall. It is a good practice to have the roofs inspected after severe weather conditions such as: Hail, strong winds, Hurricanes, Blizzards, ice storms, etc. Proper precautions should be followed during inspections to prevent against trip/fall accidents.

1. Remove roof-top debris, such as; leaves, branches, dirt, rocks, bottles, trash, etc., that has accumulated.
2. Clean gutters, downspouts, drains and scuppers. Make sure water freely flows from the roof. No standing water should remain on the roof surface within 48 hours after the last precipitation.
3. Examine all metal flashing areas for rusting or damage that may have been caused by traffic, wind, Hail, Snow, Ice, etc. All damaged, loose, or poorly sealed materials must be repaired by a Polyglass Approved Applicator or as otherwise recommended by Polyglass.
4. All exposed mastics and sealants regardless of purpose or function, are maintenance items to be maintained and remediated by the Owner, including pitch pan and metal flashing sealants.
5. Examine all adjacent areas to the roof, parapet walls and adjoining structures. Damage to items such as masonry, failing mortar joints, loose or missing sealants, loose stone/tile caps, loose and improperly sealed counterflashing, etc. often causes leaks that are inadvertently blamed on the roofing system and not provided for by the manufacturer's warranty. Not only does this cost the roofing manufacturer time in the investigation of problems not associated with the product, it may cost the Owner time and money. Many manufacturers, including Polyglass, may charge an Owner for the time spent to investigate non-warranty related problems. These items need to be repaired by the properly trained personnel to avoid any unnecessary charges or voiding of warranty coverage. Unauthorized repairs may void the manufacturer's warranty.
6. When repairing items on the roofing system, associated items, or building structure, be sure to use precaution and properly protect the roofing system from damage.
7. Examine roof-top equipment, such as; air condition units, condensers, exhaust fans, antennas and other roof-top items for damage. Check for leaking oil, damaged flashings or loose parts/equipment that could cause puncture damage to the roofing system. All units shall be checked to assure they are sound, watertight and not be displaced by wind events.
8. Check the building for excessive movement or settlement. Improper placement or omission, or the need for expansion joints, could cause splits or stress in the underlayment/roofing system, drastically reducing the life cycle of the system.
9. All work directly or indirectly related to the roofing system, where the materials need to be repaired; i.e. new curbs, units, exhaust fans, antenna installation, repairs, etc., must be accomplished by a current Polyglass Approved Applicator. Use of unauthorized applicator may adversely affect the manufactures warranty.
10. Should repair to the Polyglass product be required, such as the need for emergency repairs, the following practices should be followed;
    - *Clean and prepare the surface to be free of dirt and surface contaminates.*
    - *Apply by brush or other like means a uniform layer of like Polyglass product the affected area, if movement or stress is anticipated apply a piece of Polybrite Reinforcing Polyester into the wet base coat.*
    - *Apply by brush or other like means a uniform subsequent layer of the same Polyglass product to the affected area.*

Conditions beyond those noted herein above should be provided to Polyglass, in writing within 10 days of discovery for recommendations. To avoid interruption and/or cancellation of your warranty coverage, compliance with the above Owner Roof Maintenance Warranty Guideline is recommended.

SAMPLE