30 YEAR POLYANCHOR XFR MATERIAL LIMITED WARRANTY

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 membrane product is installed.
Polyglass warrants: the PolyAnchor XFR products to be free from manufacturing defects which affects the ability of the membrane to perform in a water shedding manner (herein considered defective) for the period of Thirty (30) years from the date of original installation of the membrane. This warranty is for the sole benefit of Owner described above ("Owner") and is not transferable or assignable. Warranty must be completed in its entirety and registered with Polyglass to become in effect otherwise the Polyglass membrane shall have warranty protection as provided by its Product Liability Coverage on packaging. A legible copy of this Warranty and proof of purchase must be registered with Polyglass U.S.A., Inc. Attn: Warranty Department 1111 W. Newport Center Drive; Deerfield Beach, FL 33422 or email to warranty@polyglass.com within 90 days of the original date of purchase.
Should Polyglass' membrane 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 cost of the defective membrane at time of claim; 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 1/5th 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. All terms and conditions under this warranty will be governed under Florida Law.

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

1) *Any problems with non-defective PolyAnchor XFR caused by conditions or handling beyond our control.*
2) *Damage by natural disasters, including but not limited to lightning, hail, strong winds exceeding 9 on the Beaufort Scale, floods, hurricanes, tornadoes, wind launched debris, earthquakes or similar acts of god or natural causes;*
3) *Damage by willful or negligent acts, fire, vandalism, or other misuse;*
4) *Damage by use of materials not furnished by Polyglass;*
5) *Owner or lessee fails to comply with Polyglass Roof Maintenance Warranty Guidelines. Polyglass Roof Maintenance Warranty Guidelines is available at: www.polyglass.us*
6) *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;*
7) *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;*
8) *Alterations or repairs made on or through the roof or objects (including, without limitation, machines, structures, fixtures, or utilities) are placed on the roof without prior written authorization of Polyglass;*
9) *Metal work or other materials not furnished by Polyglass and used in the roofing system resulting in leaks;*
10) *Poor workmanship in the original application of materials as determined in Polyglass' sole judgment;*
11) *Failure to utilize Polyglass' latest instructions and recommendations as to installation procedures;*
12) *Damage resulting from lack of positive, proper or adequate drainage;*
13) *Application of PolyAnchor XFR on roof slopes less than a 2:12 pitch;*
14) *Leaks caused by fasteners;*
15) *Loss in part or in whole of granule or other surfacing;*
16) *Damage or injury arising in any way from an actual or alleged discharge or release of any pollutant or waste, environmental or airborne contaminates;*
17) *Damage or injury arising in any way from testing/sampling of the membrane, design and consulting errors or omissions.*
18) *Failure to register this warranty within 90 days of purchase to Polyglass.*
19) Protective coating or other surfacing material not covered by these warranty coverages. Coverage is limited to membrane compound and mat reinforcement.

In addition to items 1-19 above, owner agrees by registration of this warranty 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 membrane or any other consequential or incidental damages or attorney's fees. Polyglass' sole responsibility is the repair or replacement of defective membrane 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 membrane and/or overburden installed to the Polyglass membrane. Polyglassis not responsible for internal items as a result of any leaks related to improper installation or non approved application (refer to items 1-19). Conditions related to items 1-19 above shall result in immediate termination of this warranty in its entirety without further notification from Polyglass.

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 or 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 THS WARRANTY.ALL RIGHTS AND DUTIES ARISING UNDER THIS WARRANTY SHALL BE GOVERNED BY FLORIDA LAW.

Warranty presented and determined as incomplete or inaccurate shall be considered null and void. By including the signature below, I confirm that I have read and acknowledge the above Terms and Conditions of this warranty.

Owner's Signature:_____ **Date:**_____

SAMPLE