LIMITED ROOFING MATERIAL WARRANTY- On Line

12 YEAR (10YR NON-COATED)

Attach proof of purchase to this form.

Owner's Name _____

Owner's Address _____ City _____ State _____ Zip _____

Building Name _____

Building Address _____ City _____ State _____ Zip _____

Roofing Contractor Name _____ Registered Contractor # _____

Roofing Contractor Address _____ Phone # _____

Project Size: _____ POLYGLASS® Product(s) Used _____ Roofing Specification Used: _____

Roofing Installation Completed on Day _____ Month _____ Year _____

TERMS AND CONDITIONS:

Polyglass warrants that Polyglass' membrane will be free from manufacturing defects which affects the ability of the product to maintain the roof in a watertight condition for the period of **12** years from the date of installation of the roofing membrane for all mineral surfaced and coated membranes, smooth surfaced membranes will be limited to **10** years. This warranty is for the sole benefit of owner described above ("Owner") and is not assignable.

Should Polyglass' membrane be deemed defective by Polyglass, as described above, Polyglass shall, at Polyglass' option, replace such defective materials. Polyglass' maximum liability shall not exceed the original cost of the defective roofing membrane, excluding all installation related labor costs; costs of flashing, metal work or other materials supplied or furnished by others. This sum shall be reduced by 1/12;*(1/10) for smooth surfaced;* 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 repair or replacement shall be Owner's SOLE AND EXCLUSIVE REMEDY against Polyglass.

Polyglass shall have no obligation under this warranty in the event of:

1) Damage by natural disasters, including but not limited to lightning, hail, gale force or other strong winds exceeding 8 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 roofing 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 roof or objects (including, without limitation, machines, 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 application of materials as determined in Polyglass's sole judgment;
10) Failure to utilize Polyglass's latest instructions and recommendations as to installation procedures;
11) Damage resulting from lack of positive, proper or adequate drainage;
12) Loss 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; or
14) Damage or injury arising in any way from testing or consulting errors or omissions.

In addition to items 1-14 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 defect in its roof membrane or any other consequential or incidental damages or attorneys fees. Polyglass' sole responsibility is the replacement of defective membrane. This warranty does not include the cost of removal, installation or the cost of labor of any overlaying products or surfaces/materials/systems.
Polyglass shall have no obligation under this warranty unless owner shall have promptly notified Polyglass by registered or certified mail along with proof of purchase, direct to Polyglass, USA, Inc. 621 Snively Avenue, Winter Haven, Florida 33880, ATTN: Warranty Department, of the claimed defects in reasonable detail. Polyglass must receive such notice within ten (10) days after discovery of the claimed defect.

Owner shall provide Polyglass, and its agents and employees, to have free access to the roof during regular business hours during the term of the warranty.

Polyglass' good-faith determination of the source of leaks, damage, or 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 or any other party 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 NEVADA LAW.

If warranty is not complete and correct, warranty becomes null and void. Warranty is not transferable.