



**12 Year (10 Year Non-Coated)\*  
LIMITED ROOFING MATERIAL WARRANTY**  
(\*Warranty is self-executed by user)

Owner's Name: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Building Name: \_\_\_\_\_

Building Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Roofing Contractor Name: \_\_\_\_\_

Roofing Contractor Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Roofing Contractor Phone: \_\_\_\_\_ Polyglass Registered Contractor #: \_\_\_\_\_

Polyglass Product(s) Used: \_\_\_\_\_

Project Size: \_\_\_\_\_ Square Feet      Completion Date: \_\_\_\_\_

Roofing Specification Used: \_\_\_\_\_

**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 Polyglass' membrane to be free from manufacturing defects which affects the ability of the product to perform in a watertight manner (herein considered defective) for the period of Twelve (12) years from the date of original installation of the roofing membrane for all Mineral Surfaced, Aluminum and Acrylic coated membranes, Fifteen (15) years for Emulsion/Aluminum or Emulsion/Acrylic coated, smooth surfaced membranes will be limited to Ten (10) years. This warranty is for the sole benefit of Owner described above ("Owner") and is not transferrable or assignable. Warranty must be registered with Polyglass to become in effect otherwise the Polyglass membrane shall have warranty protection as provided by its Product Liability Coverage. A legible copy of this Warranty and proof of purchase must be registered with Polyglass USA, Inc. Attn: Warranty Department 1111 W. Newport Center Drive Deerfield Beach, FL 33422 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 Two (2) of its term, reduced by 1/12; (1/15) for Emulsion/Coated (1/10) for smooth surfaced; 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 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' sole judgment;
- 10) Failure to utilize Polyglass' latest instructions and recommendations as to installation procedures;
- 11) Damage 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 contaminants;
- 14) Damage or injury arising in any way from testing/sampling of underlayment, design and consulting errors or omissions.
- 15) Failure to register this warranty within 90 days of purchase to Polyglass.

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 roof underlayment or any other consequential or incidental damages or attorneys fees. Polyglass' sole responsibility is the repair or replacement of defective underlayment membrane that is directly related to leakage. This warranty does not include the cost of removal of existing, or the cost of labor to repair or replace the defective membrane and/or overburden installed to the Polyglass membrane.

**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.

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 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 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 OWNER'S EXCLUSIVE REMEDY AGAINST POLYGLASS OR ITS AFFILIATES, AND NEITHER POLYGLASS NOR 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. 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.**