



10 YEAR COATING SYSTEM WARRANTY (NDL)

Owner's Name:  
Owner's Address:

Building Name:  
Building Address:

Roofing Contractor Name:  
Roofing Contractor Address:  
Roofing Contractor Phone:

Polyglass Registered Contractor #:

Polyglass Coating Product(s) Used & Rate of Application:

Project Size:            Square Feet

Completion Date  
Warranty Number:

Other Polyglass Products Used (if any):

\*Roof Coatings must be maintained at all times.\*

TERMS AND CONDITIONS:

1. **Definitions:** "POLYGLASS" shall mean POLYGLASS U.S.A., Inc., 1111 W. Newport Center Drive, Deerfield Beach, Florida 33442. "Owner" shall mean the original party listed above as Owner's Name whose building the POLYGLASS roof coating product is installed.
2. **General Provisions:** a) Except as otherwise stated herein, POLYGLASS warrants the Liquid Applied Roof Membrane against deficiencies as defined by POLYGLASS in the installed system resulting in leakage for a period of **TEN (10)** Years from the original installation completion date as indicated above. b) No representative of POLYGLASS shall have the authority to make any modifications, representations or oral agreements except as stated herein. c) The original installation of the Liquid Applied Roofing Membrane must be in accordance with POLYGLASS current published specifications in order for this warranty to be in force.
3. **Term of Warranty:** Except as indicated in paragraphs 2, 6, 8 and 12 hereof, this warranty is valid from the date of completion and acceptance by POLYGLASS as indicated above.
4. **Claims Procedure:** POLYGLASS shall have no obligation under this warranty unless Owner has promptly notified POLYGLASS in writing 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. If the claim is found to be a non-warranted condition, Owner will be billed at a rate of \$75.00 per Technical Representative, per hour for a two (2) hour minimum, plus round trip mileage per the IRS Tax Code.
5. **Replacement Costs:** POLYGLASS warrants to the original Owner that during the warranty period stated above, commencing on the date of completion stated herein, if notified of leakage, POLYGLASS through its authorized representative, shall observe the roof. If, after observation, POLYGLASS, at its sole discretion, determines that the leakage is the result of faulty material supplied by POLYGLASS, ordinary wear and tear, deficiencies in any or all of the POLYGLASS supplied component materials of the coating system, or workmanship deficiencies in the proper application of the POLYGLASS supplied component materials, POLYGLASS shall remediate covered leakage conditions by means determined by POLYGLASS providing replacement products and reasonable labor required to properly repair or replace the damaged areas as determined by POLYGLASS.
6. **Exclusions:** This warranty is not an insurance policy or maintenance agreement. Routine inspections and maintenance are the Owner's responsibility. Failure to follow the Building Owner Roof Maintenance Warranty Guidelines provided with this warranty will void the warranty. This warranty will become void and not apply if damage is the direct or indirect result of: a) acts of God or natural causes such as, but not limited to, lightning, hail, gale force winds as described by the Beaufort Scale, floods, hurricanes, tornadoes, wind launched debris or earthquakes; b) fire; c) accidents; d) vandalism; e) negligence, misuse, or failure of Owner to provide reasonable maintenance to the roof; f) structural defects or other building movement; g) lack of positive drainage; h) exposure of the roofing to solvents and/or petroleum distillates such as, but not limited to xylene, toluene, or gasoline; i) the disregard of manufacturer's handling procedures with respect to storing, handling and installing of roofing membrane; j) distortion, expansion or contraction of any non-published flashing design, or metal work; k) moisture infiltration not related to the roofing system or condensation due to design or a lack of any needed vapor retarder; l) traffic or storage of materials upon the roof; m) damage to the roof coating membrane caused by installation of roof top or through roof systems such as but not limited to, a sprinkler system, water or air conditioning equipment, antenna, frame work for signs, water tower or other such items on the roof after the installation of the roofing membrane without prior written approval of POLYGLASS; n) inadequate performance of products not supplied or furnished by POLYGLASS, including but not limited to metal work, mechanical attachments and adhesives; o) tie-ins to existing roof systems; p) environmental and airborne contaminants; q) loss in part of whole of roof surfacing materials due to non-manufacturing related circumstances r) any exposed mastics or sealants not provided by POLYGLASS; s) Damage or injury arising in any way from an actual or alleged discharge or release of any pollutant or waste; t) Damage or injury arising in any way from testing/sampling of the membrane, design and consulting errors or omissions. POLYGLASS is not responsible for leaks resulting from water entry from any other portion of the building or structure other than that having the POLYGLASS materials installed.
7. **Cancellation of Warranty:** This warranty shall become null and void if any of the following work is performed without prior written approval of POLYGLASS: a) any alterations or repairs to the roof of any magnitude, except of an emergency nature to remedy leakage; b) subsequent work on or through the roof, or c) changes in building usage; d) change in ownership of the building; e) any unauthorized damaging activity on or to the roof; f) failure to pay a POLYGLASS invoice for claim procedures not covered under the warranty..
8. **Access to the Roof:** Owner shall provide free, safe and reasonable access to the roof and related premises to an authorized representative of POLYGLASS during the term of this warranty. Owner shall be responsible for any and all expenses required to access roof, removing and replacing any walking pads or traffic surfaces, or other appurtenances built over the roof or other overburden if removal is necessary to investigate or repair any suspected problem in the roof coating membrane. POLYGLASS retains the right to make core extractions and properly repair such extractions. The expenses for extractions are to be paid by POLYGLASS. Failure or refusal to provide such access or retain sampling will immediately and without other notification void all warranty coverage without further notification.
9. **Commencement of Warranty:** This warranty shall not become effective, nor will POLYGLASS have any obligation under this warranty until all monetary obligations for materials and services related to this installation or subsequent repairs, or site observations are paid in full by OWNER.
10. **Waiver:** POLYGLASS' failure at any time to enforce any conditions stated herein shall not be construed as a waiver of any provision of this warranty.
11. **Assignment of Warranty:** This warranty is eligible to being assigned by original owner only to one successive party provided a) owner shall notify POLYGLASS in writing of the new party's name and address 30 days prior to building sold or up to a maximum of six (6) months after the sale and b) owner pays a transfer fee of \$500.00 plus any out-of-pocket cost for travel, lodging and meals determined necessary by POLYGLASS to re-observe roof prior to transfer. Upon receipt of the foregoing, POLYGLASS will advise owner within thirty (30) days of its approval of such proposed assignment.
12. **Additional Repairs:** In the event repairs are required which are not covered by this warranty, POLYGLASS will advise OWNER of such repairs to be made at OWNER's expense. If the required repairs are promptly made by OWNER, this warranty shall remain in effect for the unexpired portion of its original term. If OWNER does not make the required repairs promptly, not to exceed 30 days of being notified, this warranty shall automatically terminate without further notice from POLYGLASS. In the event POLYGLASS pays for repairs which are required due to the acts or omissions of others, or other reasons not covered by this warranty, POLYGLASS shall be subrogated to all rights of recovery of owner to the extent of the amount of the repairs.
13. **Design Disclaimer:** Because POLYGLASS does not practice Engineering or Architecture, neither the issuance of this Warranty nor any review of the Project Documents, building or other construction conditions by POLYGLASS representatives shall constitute any acceptance or implied warranty by POLYGLASS of such plans, specifications and construction, or in any way constitute an extension of the terms and conditions of this Warranty. Any roof observations are solely for the benefit of POLYGLASS. POLYGLASS does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein.

This constitutes your entire expressed warranty for the products or system of products purchased. To the extent permitted by law, all other warranties, whether expressed 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.

Warranty as provided by POLYGLASS is solely based upon information provided within the Product Registration/Warranty Request Form. Information presented and determined as incomplete or inaccurate, shall result in this warranty being null and void.

Signed on behalf of Polyglass U.S.A. Inc.

Date

# **OWNER MAINTENANCE WARRANTY GUIDELINES**

## **MAINTENANCE AND CARE FOR YOUR POLYGLASS PRODUCT**

There are various items associated with your roof/coating system that are **NOT** covered under the manufacturer's warranty. Some can have a direct impact on the performance, life cycle and watertight integrity of the roofing/coating system. The Owner has a responsibility to regularly maintain the roofing system. 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 protects you, the owner from: 1) unwanted roof traffic and 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 Coating 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 Registered Contractors 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.

### **Guidelines For Roof Inspection & Generalized Remedial Repairs**

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 Registered Contractor or otherwise approved 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 will void the manufacturer's warranty.
6. When repairing items on the roof/coating product(s), associated items, or building structure, be sure to use precaution and properly protect the roof/coating product(s) 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 roof/coating product(s). 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 roof/coating system, drastically reducing the life cycle of the system.
9. All work directly or indirectly related to the roof/coating 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 Registered Contractor. Failure of the Owner to utilize a Polyglass Registered Contractor will result in immediate termination of the warranty without further notification.

Conditions beyond those noted herein above should be provided to Polyglass, in writing within 15 days of discovery for recommendations. To avoid interruption and/or cancellation of your warranty coverage, compliance with the above Owner Maintenance Warranty Guideline is recommended.