



10 YEAR POLYSTICK® LABOR AND MATERIAL LIMITED WARRANTY

Owner's Name:  
Owner's Address:

Building Name:  
Building Address:

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

Polyglass Registered Contractor #:

Polyglass Product(s) Used:

Specification Products Used:

Project Size: Square Feet

Completion Date:

Warranty Number:

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' product(s) to be free from manufacturing defects which affects the ability of the membrane to perform in a watertight manner (herein considered defective) for the period of Ten (10) years from the date of original installation of the membrane. 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. Warranty terms are strictly limited to the use of Polystick IR-Xe, MU-X, MTS, MTS PLUS, TU MAX, TU PLUS or TU-P as the underlayment product.

Should Polyglass' membrane be deemed defective by Polyglass, as described above, Polyglass shall exercise the option to repair or replace such defective materials, including any associated labor to perform these tasks. Polyglass' maximum liability, under any circumstances, shall not exceed the original cost of the defective membrane; excluding all installation related labor costs; costs of flashing, metal work or other materials not supplied or furnished by Polyglass. This sum shall be prorated at year two (2) of its term, reduced by 1/10<sup>th</sup> 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.

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 winds as described by 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, excessive foot traffic, fire, vandalism, or other misuse;
- 3) Damage by use of materials not furnished or approved by Polyglass;
- 4) Owner or lessee fails to comply with Polyglass' Owner Roof Maintenance Warranty Guidelines. The Owner Roof Maintenance Warranty Guidelines is provided with every manufacturer's warranty issued by Polyglass and available at: [www.polyglass.us](http://www.polyglass.us);
- 5) Damage by structural fatigue, including and without limitation; settling or shifting of the structure, movement, cracking, and/or deflection of the roof deck, roof substrate, roof insulation, building design or construction, inadequate ventilation;
- 6) Damage by 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 and without limitation; equipment, 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 original application of materials as determined by Polyglass' sole judgment;
- 10) Failure to strictly comply with Polyglass' latest instructions and recommendations as to product installation;
- 11) Damage resulting from lack of positive, proper or adequate drainage;
- 12) Failure to comply with any and all Terms and Conditions of this warranty;
- 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.

In addition to items 1-14 above, owner agrees by acceptance 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, the cost of labor to remove or replace any overburden, other roofing covering/system 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. 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 of 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 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 UNDERLAYMENT PRODUCT**

There are various items associated with your underlayment product 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 underlayment product and the roof covering 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 Asphalt Roofing Manufacturers Association (ARMA) 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 underlayment/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. Granule loss of mineral surface membranes is typical, and not a manufacturing defect; and therefore would not be covered under the terms of the warranty.
7. When repairing items to the underlayment/roofing system, associated items, or building structure, be sure to use precaution and properly to protect the underlayment/roofing system from damage.
8. 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 underlayment/roofing system. All units shall be checked to assure they are sound, watertight and not be displaced by wind events.
9. 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.
10. All work directly or indirectly related to the underlayment/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 Registered Contractor. Failure of the Owner to utilize a Polyglass Registered Contractor will result in immediate termination of the warranty without further notification.
11. Should patching of the Polystick underlayment be required, such as the need for emergency repairs, the following practices should be followed:
  - *Film surface membranes*; clean and prepare surface, remove release film and adhere patch of like Polystick underlayment, hand roll to ensure adhesion.
  - *Fabric surface membranes*: clean and prepare surface, remove release film and adhere patch of like Polystick underlayment setting in a uniform layer of Polyglass modified mastic, hand roll to ensure adhesion.
  - *Smooth and mineral surface membranes*; clean and prepare surface, remove release film and adhere patch of like Polystick underlayment setting in a uniform layer of Polyglass modified mastic, hand roll to ensure adhesion.

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.