



FIFTY (50) YEAR POLYBRITE® SILICONE LIMITED COATING MATERIAL WARRANTY

Polyglass® U.S.A., Inc. (Polyglass) warrants to the owner of the structure at the time of installation (the "Original Owner"), of the Polystick®, as marketed by Polyglass, subject to the exclusions, conditions and limitations noted below, that the Polybrite® PB90, Polybrite® PB95 Polybrite® PB 90.1 and Polybrite® PB 95.1 as the underlayment product will be free from manufacturing defects that will result in roof leaks.

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 who's building the Polyglass Polybrite® Silicone product is installed. "Defect" shall mean a manufacturing defect from the original date of manufacture of the product.

Polyglass® U.S.A., Inc. warrants that the Polyglass Polybrite® Silicone product at date of manufacturer shall comply with the most current Product Data as published by Polyglass. In addition, the Polybrite® Silicone to free from defects for the period of 50 years from the date of installation over a properly prepared and approved substrate condition when applied at a minimum total application rate of 2.5 gallons per 100 square feet. This warranty is for the sole benefit of owner described above ("Owner") and is not assignable or transferrable. Should the Polybrite® Silicone coating product/system be deemed defective by Polyglass, as described above, Polyglass shall, at its sole option, make repairs as it deems necessary or replace such defective material with new. Polyglass' combined total maximum liability shall not exceed the cost of the roof coating product at time of claim, excluding all installation related labor costs; costs of flashing, metal work or other materials supplied or furnished by others. Any such repairs or replacement 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, strong winds exceeding 9 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 the Polybrite® Silicone material or other required components of the system in compliance with Polyglass Roof Maintenance Warranty Guidelines. Polyglass Roof Maintenance Warranty Guidelines is available at: www.polyglass.us
- 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 system or objects (including, without limitation, machines, structures, fixtures, or utilities) are placed on the system without prior written authorization of Polyglass;
- 8) Metal work or other materials not furnished by Polyglass and used in the system resulting in leaks;
- 9) Errors, Omissions or 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) Polybrite® Silicone is resistant to the presence of standing water, however damage, delamination or color variation resulting from **lack of positive, proper or adequate drainage is not a covered condition;**
- 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 product, 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 coating product or any other consequential or incidental damages or attorneys' fees. Polyglass' sole responsibility is to execute repairs as it believes in reasonable or provide replacement material to remedy any defective product that is directly related to a failure to comply with published properties. This warranty does not include the cost of removal of existing, or the cost of labor to repair or replace the defective product and/or roofing covering/system installed to the Polybrite® Silicone product.

Claim Procedure:

Polyglass shall have no obligation under this warranty unless Owner shall have promptly notified Polyglass in writing 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. 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 with Claims Procedure 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 THIS WARRANTY. ALL RIGHTS AND DUTIES ARISING UNDER THIS WARRANTY SHALL BE GOVERNED BY FLORIDA LAW.