

U.S. PLY, INC.
ENERGY COATINGS 10 YEAR Limited Material Warranty

Owner's Name: _____	Address of Owner: _____
Owner's Email: _____	Building Address: _____
Name & Type of Building: _____	USP™ EC Applicator: _____
Area of Roof: _____ SQ. FT. Spec No. _____	Address: _____
Date Completed: _____ Date of Expiration: _____	Phone: _____ Email: _____
Date Signed: _____ Signed By: <input type="radio"/> Contractor <input type="radio"/> Owner	Distributor: _____
	Address: _____
	Phone: _____ Email: _____

Material	Qty (Units)	Unit Price Paid
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LIMITED WARRANTY

U.S. PLY, INC. (the "Company"), located at P.O. Box 11740 Fort Worth, TX 76110, hereby warrants to the original owner that, subject to the following terms, conditions, limitations and exclusions, that U.S. PLY, Inc. will reimburse owner in accordance with this warranty if the USP™ "ENERGY COATING" Product(s) and related flashing materials installed at the address stated above, contains a manufacturing defect(s) at time of sale that adversely affects its performance. This warranty shall extend for 5 years commencing at the date of Purchase. This Warranty is expressly conditioned upon OWNER'S obligation to have the product installed properly, maintained and used for the purpose for which U.S Ply, Inc. intended.

EXCLUSIVE REMEDY

Should the USP™ Energy Coating products allow a leak as a result of a manufacturing defect, U.S. Ply will provide the owner with replacement product, EXCLUDING labor and any costs involved with repairing or replacing the underlying roof structure. U.S. Ply, Inc.'s sole liability is limited to the replacement of any USP™ "ENERGY COATING" product for a period of five (5) years from the date of purchase. The decision as to the extent of repair or replacement required will be made solely by U.S. Ply, Inc. The remedy under this warranty is available only for that portion of the USP™ ENERGY COATING product(s) actually exhibiting defects at the time of settlement. The replacement USP™ ENERGY COATING product, as well as any remaining original Energy Coating products, will be warranted only for the remainder of the original warranty period.

The USP™ Energy Coatings and related coating materials referred to herein shall include the following: Any qualifying USP or All Season brand coating product approved for and used for this installation. This warranty does not cover roof components such as, but not limited to; the underlying roof deck, insulation, vapor retarders, asphalt, adhesives not approved for this installation, fasteners, metal accessories and flashing, drains, pitch pans, expansion joints or control joints, skylights, vents, plastic accessories, or surfacing materials such as ballast, rock or gravel.

TERMS, CONDITIONS OF COVERAGE, LIMITATIONS

1. The Building Owner shall provide U.S. Ply, Inc. with written notification within thirty (30) days of the discovery of any defect(s) in the USP™ Product(s). The building owner MUST notify the U.S. Ply Technical Services Department located at 2000 E. Richmond Ave., Fort Worth, Texas 76104. By so notifying U.S. Ply, the Owner authorizes U.S. Ply, Inc. or its designee to investigate the cause of the defect(s). Should the investigation reveal the cause of the defect(s) to be outside the scope of this Limited Warranty, all investigation, related expenses and repair costs incurred by the Company for this service shall be paid by the Owner.
2. If, upon inspection, U.S. Ply, Inc. determines that a defect(s) exists in the USP™ Product(s), the Owner's remedies and U.S. Ply, Inc.'s liability shall be limited to supply replacement USP™ Products.
3. This Limited Warranty shall not be applicable if, upon U.S. Ply, Inc.'s inspection U.S. Ply determines that any of the following occurred:
 - (a) Defects or damage from workmanship in applying the USP™ Product or any other component.
 - (b) Damage to, or failure from acts of nature, such as windstorms, hail, floods, hurricanes, lightning, tornadoes, and earthquakes.
 - (c) Damage to, or failure of, the USP™ Product(s) caused or contributed by: (1) settlement, distortion, movement, failure or cracking of the roof deck, walls or foundations of the building; (2) improper installation of insulation or defects or failure of any material used in any roof base or insulation over which the U.S. Ply Materials are applied; (3) improper priming or improperly prepared substrate; (4) infiltration of or condensation of moisture in or through the wall copings, building structure or underlying or surrounding materials, including tie-ins to adjacent roof systems; (5) defects in workmanship or design; (6) non-U.S. Ply materials including, but not limited to metal work, expansion or control joints, walkways, pitch pockets, flashing materials, and any roof top units and equipment; (7) expansion or contraction of any flashing or metal work; (8) applications of materials not in accordance with U.S. Ply's specifications at the time of installation; (9) where underlying materials or structures have failed or ceased to conform to U.S. Ply's specifications or requirements; (10) chemical attack on the membrane as a result of exposure to chemicals, including but not limited to, acids, oils, solvents, chlorinated hydrocarbons, or any other corrosive chemical; or (11) vandalism.
 - (d) Damage caused by ponding water as defined in the National Roofing Contractors Association glossary.
4. This Limited Warranty shall be null and void if any of the following shall occur:
 - (a) If, after installation of the USP™ Products per U.S. Ply, Inc. most current written USP™ Energy Coating Master Guide Specifications there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, or utilities are placed upon or attached to the roof without first obtaining written authorization from U.S. Ply, Inc. or,
 - (b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on the U.S. Ply, Inc. Maintenance Program sheet on the reverse of this Limited Warranty.
5. U.S. Ply, Inc. shall have no obligation under this Limited Warranty while any bills for installation, supplies, service, inspection and warranty charges have not been paid in full to the Roofing Applicator, material suppliers or U.S. Ply, Inc.
6. During the term of this Limited Warranty, U.S. Ply, Inc. shall have free access to the roof during regular business hours.
7. U.S. Ply, Inc.'s failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
8. U.S. Ply, Inc. shall not be responsible for the cleanliness or discoloration of the USP™ Energy Coating System caused by environmental conditions including, but not limited to, dirt, pollutants, or biological agents.

NON-ASSIGNABILITY

This limited warranty shall only be applicable to and benefit the original owner named above and is NOT TRANSFERABLE OR ASSIGNABLE in any manner.

U.S. PLY, INC. DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION, WHICH IT HAS NOT FURNISHED, AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY U.S. PLY, INC.

CANCELLATION OF THIS LIMITED WARRANTY WILL RESULT IF THE ROOF IS DAMAGED BY ANY CAUSE LISTED ABOVE AS AN EXCLUSION FROM COVERAGE SO AS TO AFFECT THE INTEGRITY OR WATERTIGHTNESS OF THE ROOF.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE U.S. PLY PRODUCTS OR ITS COMPONENTS FURNISHED BY U.S. PLY, INC. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEE AND/OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability on the part of U.S. PLY, INC. whether any claim against it is based upon STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER THEORY OR CAUSE OF ACTION. In no event shall U.S. PLY, INC. be liable for CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including but not limited to interior damage.

NOTE: Some states do not allow limitations on how long an implied warranty lasts or the exclusion of incidental or consequential damages so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights which vary from state to state.

U.S. PLY, INC.
TECHNICAL SERVICES
2000 E. RICHMOND AVE.
FORT WORTH, TX 76104

By: Joel King
Technical Services Manager

Date: _____

