

U.S. PLY, INC.

Guarantee No. _____-00000
NO DOLLAR LIMIT (NDL) GUARANTEE

OWNER'S NAME

ADDRESS OF OWNER

NAME AND TYPE OF BUILDING

ADDRESS OF BUILDING

AREA OF ROOF (SQ.FT.)

FLASHING (LN. FT.)

SPECIFICATION NO.

FLASHING TYPE

YEARS

PERIOD OF COVERAGE

DATE OF COMPLETION

ROOFING APPLICATOR

CERTIFICATION NO.

OWNER'S SIGNATURE

DATE

ADDRESS

DATE OF EXPIRATION

PHONE

EMAIL

U. S. PLY, INC. (the "Company"), located at 2000 E. Richmond Ave., Fort Worth, Texas 76104, guarantees to the original owner that subject to the conditions, limitations and exclusions of this guarantee, that U.S. PLY will repair leaks that manifest through the U.S. Ply roof membrane, membrane flashing materials and other U.S. PLY roofing components (the "USP Roofing Materials") used in the construction of the above described roof that result from the causes listed below while this guarantee is in force and effect. The "USP Roofing Materials" may include the following components: Base sheet, interplies, asphalt material between membrane layers when required, adhesive, insulation, fasteners, USP roof membrane(s) which are sold by U.S. Ply. This Guarantee covers such repairs to the U.S. Ply Roofing Materials (excluding repair or replacement of roof deck, insulation, or other materials used in conjunction with the roofing system not sold by U.S. Ply) as necessary solely in order to correct leaks resulting from the causes listed below while this guarantee is in force and effect. These repairs will be made at no cost to the Building Owner provided that the Owner gives proper written notice in to U.S. PLY (see Owner's Responsibilities below).

Scope of Coverage - Leaks Caused by:

1. Natural deterioration of the U.S. Ply Roofing Materials
2. Blisters
3. Bare Spots
4. Fish-mouths
5. Ridges
6. Splits not caused by structural failure or movement of or cracks in substrate roof base or non-USP insulation over which the U.S. Ply Roofing Materials are applied.
7. Buckles and wrinkles
8. Workmanship in applying the U.S. Ply Roofing Materials
9. Slippage of membrane or base flashing

OWNER RESPONSIBILITIES

In the event of a leak through the U.S. Ply Roofing Materials, the Owner must notify the U.S. Ply Technical Services Department, 2000 E. Richmond Ave., Fort Worth, Texas 76104 in writing about the leak within 30 days after its discovery or U.S. Ply will have no responsibility for any repairs. NOTE: The roofing contractor is NOT an agent of U.S. Ply; notice to the roofing contractor is NOT notice to U.S. Ply. By notifying U.S. Ply, you authorize U.S. Ply to investigate the cause of the leak. If the investigation reveals that the leak is not covered by this Guarantee, Owner agrees to pay an investigation cost of \$500. This Guarantee will be cancelled if you fail to pay this cost within 60 days of receipt of an invoice for it.

Owner must (a) perform regular inspections and maintenance during this Guarantee, (b) keep records of all inspections and maintenance performed, and (c) perform repairs to the roof or other building components identified during inspections by U.S. Ply as being necessary to preserve the integrity of the U.S. Ply Roofing Materials. Owner's failure to perform this work promptly following written notification by U.S. Ply may result in cancellation of this Guarantee if said failure results in damage to the U.S. Ply Roofing Materials.

Owner shall, at its expense, remove (and, if desired, subsequently replace or reinstall) any equipment or materials that impedes the inspection and repair of the U.S. Ply Roofing Materials, such as HVAC units, satellite dishes, precast concrete, rubber pavers, wood decking and steel grating that are installed over the U.S. Ply Roofing Materials.

In an emergency, the Owner may make temporary repairs to minimize damage to the building or its contents. Such repairs will not result in cancellation of this Guarantee provided that the repairs are reasonable and customary and do not result in permanent damage to the U.S. Ply Roofing Materials. The Owner is solely responsible for all expenses associated with temporary repairs.

EXCLUSIONS FROM COVERAGE

This Guarantee shall NOT cover the following conditions or any damages which may arise therefrom.

1. Lack of roof maintenance or conditions other than leaks.
2. Unusual weather conditions or natural disasters including, but not limited to, windstorms, hail, floods, hurricanes, lightning, tornados, and earthquakes.
3. Damage to the roof constructed of the U.S. Ply Roofing Materials due to: (a) settlement, distortion, movement, failure or cracking of the roof deck, walls, or foundations of the building; (b) improper installation or failure of any non-U.S. Ply insulation or defects or failure of any material used in any roof base or insulation not manufactured or sold by U.S. Ply over which the U.S. Ply Roofing Materials are applied; (c) infiltration or condensation of moisture in, through or around the walls, copings, building structure or underlying or surrounding materials including tie-ins to adjacent roof systems; (d) defects in design; (e) the performance, design, or application of non-U.S. Ply materials such as roof decks, metal work, expansion and control joints, pitch pockets, walkways, work platforms and recreational surfacings; (f) expansion or contraction of any metal flashings or other metal work; (g) underlying materials or structure having failed or ceased to conform to U.S. Ply's or other applicable specifications as to roof slopes or other requirements; (h) chemical attack on the membrane, including, but not limited to, exposure to grease or oil; (i) vandalism; or (j) negligence by the Owner in maintaining the U.S. Ply Roofing Materials.
4. Damage to the building or its contents.
5. Changes in the use of the building unless approved in writing in advance by U.S. Ply.
6. Damage resulting from any new installations on or through the U.S. Ply Roofing Materials or from traffic of any nature on the roof.
7. Temporary repairs to the U.S. Ply Roofing Materials authorized or performed by the Owner.
8. Any repairs, modifications or additions to the U.S. Ply Roofing Materials after the date of roof completion, unless performed in a manner acceptable to and approved by U.S. Ply in writing in advance. NOTE: New penetrations shall not be covered under the terms of this Guarantee.
9. Any condition that is not in accordance with U.S. Ply's Specification Manual unless specifically accepted by U.S. Ply in writing.
10. Any damage occurring more than thirty (30) days after the discovery by the Owner or its agent of a leak, unless U.S. Ply is notified of such leak within thirty (30) days of its discovery.
11. Areas of the roof which pond water.

No representative, employee, or agent of U.S. PLY, or any other person, has any authority to assume for the Company any additional or other liability or responsibility in connection with the roof described herein. The Company shall not be responsible for or liable for any change and/or amendment to the U.S. PLY roof specifications in regard to the construction of the roof described above, unless the change and/or amendment to the specifications is approved in writing by the U.S. PLY, INC. Technical Services Manager. NOTE: Any inspections made by U.S. Ply are limited to a surface inspection only, are for U.S. Ply's sole benefit, and do not constitute a waiver of any of the terms and conditions of this guarantee.

You may assign this guarantee to a subsequent owner of this building for the remaining term only if: 1) the request is in writing within 30 days after ownership transfer; 2) you make any repairs to the U.S. Ply Roofing Materials or other roofing or building components that are identified by U.S. Ply after an inspection as necessary to preserve the integrity of the U.S. Ply Roofing Materials; and 3) you pay an assignment fee of \$500. This Guarantee is NOT otherwise assignable, directly or indirectly.

CANCELLATION OF THIS GUARANTEE WILL RESULT (1) IF THE ROOF IS DAMAGED BY ANY CAUSE LISTED ABOVE UNDER "EXCLUSIONS FROM COVERAGE" SO AS TO AFFECT THE INTEGRITY OR WATERTIGHTNESS OF THE ROOF; (2) THE OWNER DOES NOT PROMPTLY MAKE REPAIRS FOLLOWING WRITTEN NOTIFICATION BY U.S. PLY TO RECTIFY THE DAMAGE AND PRESERVE THE INTEGRITY OF THE ROOF. THIS GUARANTEE 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. SINGLE 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 ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND.

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.

NOTE: This Guarantee becomes effective only when all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the Guarantee charge has been paid to U.S. Ply, Inc.

U.S. PLY, INC.
2000 E. Richmond Ave.
FORT WORTH, TX 76104

By: _____
Technical Services Manager

Date: _____