

OWNER' NAME		ADDRESS OF OWNER	
BUILDING NAME		ADDRESS OF BUILDING	
SQ FT			
AREA OF ROOF (SQ. FT.)	BUILDING USE	SPECIFICATION NO.	
( )			
YEARS OF COVERAGE	DATE OF COMPLETION	CERTIFIED APPLICATOR	CERT NO.
DATE OF EXPIRATION		ADDRESS	
GUARANTEE #	PHONE	EMAIL	

For the guarantee period indicated above, U.S. Ply, Inc. ("U.S. PLY"), a Texas corporation, warrants to the Building Owner ("Owner") named above that U.S. Ply will, subject to the Terms, Conditions and Limitations set forth below, repair any leak in the PLY PREMIER Roof System ("System").

**TERMS, CONDITIONS AND LIMITATIONS**

- Products Covered.** The System shall mean only the U.S. Ply brand roofing membranes (Limited to DuraFlex™ SBS, DuraFlex™ TG-SBS, DuraWeld™ APP, SafeWeld™ APP, U.S. PLY™ BUR or DuraSTAR™, U.S. PLY™ brand roofing insulations, U.S. PLY™ brand roofing metal, and other U.S. PLY™ brand roofing accessories when installed in accordance with the most current U.S. Ply Modified Bitumen technical specifications by a U.S. Ply certified applicator.
- Notice.** In the event any leak should occur in the System, the Owner must give notice in writing or by telephone to U.S. Ply within thirty (30) days of any occurrence of a leak. Written notice may be sent to U.S. Ply at the street address or fax number shown on the reverse side of this Limited Guarantee. Evidence of this notice shall be the receipt by Owner of a U.S. Ply Leak Notification Acknowledgement. By so notifying U.S. Ply, the Owner authorizes U.S. Ply or its designee to investigate the cause of the leak.
- Investigation.** If upon investigation, U.S. Ply determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this PLYSHIELD Roof System Limited Guarantee (the "Limited Guarantee"), the Owner's sole and exclusive remedy and U.S. Ply's total liability shall be limited to the repair of the leak. Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations; the Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Guarantee null and void. U.S. Ply will advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense that will permit this Limited Guarantee to remain in effect for the unexpired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a U.S. Ply certified applicator and within 60 days shall render this Limited Guarantee null and void.
- Disputes.** Any dispute, controversy or claim between the Owner and U.S. Ply concerning this Limited Guarantee shall be settled by mediation. In the event that the Owner and U.S. Ply do not resolve the dispute, controversy or claim in mediation, the Owner and U.S. Ply agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Tarrant County in the state of Texas or the United States District Court, Northern District of Texas, Dallas Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
- Payment Required.** U.S. Ply shall have no obligation under this Limited Guarantee unless and until U.S. Ply and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, guarantee costs and other costs which are included in, or incidental to, the System. In the event that repairs not covered by this Limited Guarantee are necessary in the future, U.S. Ply reserves the right to U.S. Ply to end this Limited Guarantee until such repairs have been completed and the licensed applicator and/or U.S. Ply has been paid in full for such repairs.
- Exclusions.** U.S. Ply shall have no obligation under this Limited Guarantee, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to winds in excess of 55mph, fires, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or which impair the System's ability to resist leaks; (c) Failure by the Owner to use reasonable care in maintaining the System, said maintenance to include, but not limited to those items listed on the reverse side of this Limited Guarantee titled "U.S. Ply APP/SBS Modified Bitumen Roofing System Maintenance and Care Program"; (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc.; (e) Condensation or infiltration in, through, or around the walls, copings, rooftop, hardware or equipment, building structure or underlying or surrounding materials; (f) Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the System, which damages the System, or which impairs the System's ability to resist leaks; (g) Alterations or repairs to the System that are not completed in accordance with our published specifications, not completed by licensed contractor, and/or where current notification procedures were not followed; (h) The architecture, engineering, construction, or design of the roof, roofing system, or building. U.S. Ply does not undertake any analysis of the architecture or engineering required to evaluate what type of roof system is appropriate; (i) A change in building use or purpose; (j) Deterioration to metal roofing materials and accessories caused by marine salt water atmosphere or by regular spray of either salt or fresh water, (k) areas that pond water for more than 48 hours after rainfall, or (l) Failure to give proper notice as set forth in paragraph 2(a) above.
- Transfer.** This Limited Guarantee shall be transferable subject to Owner's payment of the current transfer fee set by U.S. Ply.
- Term.** The term of this Limited Guarantee shall be for the period set forth above and such term shall not be extended under any circumstances.
- Roof Access.** During the term of this Limited Guarantee, U.S. Ply's designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse U.S. Ply for all reasonable cost incurred during inspection and/or repair of the System that are due to delays associated with said restrictions. Owner shall be responsible for the damage caused by, removal and replacement of any overburdens, stone ballast, pavers, super strata or overlays, either permanent or temporary, as necessary to expose the system for inspection and/or repair.
- Waiver.** U.S. Ply's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Guarantee.
- Governing Law.** This Limited Guarantee shall be governed by and construed in accordance with the laws of the State of Texas without regard to that State's rules on conflict of laws.
- Severability.** If any portion of this Limited Guarantee is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.
- Effective Date.** This Limited Guarantee shall be effective and apply to Systems sold after November 1, 2011.

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

THIS LIMITED GUARANTEE SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND U.S. PLY HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED GUARANTEE SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST U.S. PLY, INC AND U.S. PLY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED GUARANTEE CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANYWAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF U.S. PLY. NO OTHER PERSON HAS ANY AUTHORITY TO BIND U.S. PLY, INC. WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

U.S. PLY, INC.

By: \_\_\_\_\_

Title: Technical Services Manager

Date: \_\_\_\_\_

## U.S. PLY MODIFIED BITUMEN ROOF SYSTEM CARE & MAINTENANCE PROGRAM

(Recommendations for Buildings with U.S. Ply, Inc U.S. PLY Roof System Limited Guarantee)

Congratulations on your purchase of a U.S. PLY Modified Bitumen Roof System for your building! Your building is a valuable asset and as such should be properly maintained. Your roof requires periodic attention at regular intervals (much like a vehicle) to perform as designed and to protect your investment. In order to ensure that your U.S. PLY roofing system will continue to perform to its fullest you should follow this 12-point maintenance program.

1. Maintain a file for all records relating to this roof, including the U.S. PLY Modified Bitumen Roof System Limited Guarantee, invoices, inspection reports, repair and maintenance bills, original construction drawings and specifications, etc. A Roof Inspection Log should be used.
2. Inspect the roof at least twice a year, typically in the spring and fall. The spring inspection is best performed immediately following the end of the winter weather, so that any damages from freeze-thaw cycles, ice and other cold weather conditions can be addressed prior to spring rains. The fall inspection is best performed just before the beginning of winter weather, with any deficiencies addressed prior to ice and snow build up so that cold weather related stresses will not aggravate damaged or weakened conditions. The most common locations for damage and distress are drainage outlets, rooftop equipment, penetrations, and perimeter flashings.
3. Inspect the roof for damage after severe weather conditions such as hailstorms, heavy rains, high winds, lightning storms, etc.
4. Although modified bitumen roofing membranes are designed to accommodate moderate levels of standing water, the weight of standing water, ice or snow on a roof may exceed building structural design loads. As a consequence, standing water can cause severe granule loss and promote vegetative growth on the roofs which is harmful to the roof. Good roofing practice suggests that water not be allowed to remain on the roof for more than 48 hours after a rainfall. Roofs should have slope to drain and all drain areas should remain clean.
  - a) Bag and remove all debris from the roof since such debris can be quickly swept into drains by rain. This will allow for proper water runoff and avoid overloading the roof with standing water.
  - b) Clean gutters, downspouts, scuppers, and the surrounding roof areas to ensure proper drainage.
5. The U.S. Ply Modified Bitumen Roof System should not be exposed to acids, solvents, greases, oil, fats, chemicals and the like. If the U.S. Ply Modified Bitumen Roof System is subject to contact with any such materials, contact U.S. Ply immediately.
6. The U.S. Ply Modified Bitumen Roof System is designed to be a waterproofing component – not a traffic-bearing component – of the roof. If there is to be roof traffic for any reason, contact U.S. Ply or your U.S. Ply Certified Applicator for the installation of acceptable protective walkways. Service personnel should take care to avoid dropping tools, equipment parts, etc. on the roof surface. Service personnel should not make any penetrations of or repairs to the roof system. All work affecting the U.S. PLY roof system must be performed by a U.S. PLY Certified Applicator. This maintenance program is intended to address conditions commonly found on most buildings. Other conditions may exist that require special maintenance considerations. It is the responsibility of the Building Owner to ensure that the maintenance program followed for a particular building is adequate and appropriate.
7. Metal work such as counter flashing, metal flashing, drain hardware, skylights, expansion joints, pitch pockets, metal associated with equipment curbs and supports, and other rooftop accessories are not part of your U.S. PLY APP/SBS Roof System Limited Warranty and over time may require maintenance.
  - a) Examine all metal flashings, counter flashings, expansion joints and pitch pockets (pitch pans) for deterioration, detachment, deteriorated sealant, and damage. Reattach loose metalwork. Replace sealant or pitch pocket filler as necessary. Note: If asphaltic materials are used in pitch pockets, yearly maintenance may be necessary. Prepare and paint any rusted surface.
  - b) Examine rooftop equipment such as air conditioners, ductwork, gooseneck vents, powered ventilators, evaporator coolers, antennas, equipment screens, skylights, satellite dishes, etc. for excessive movement, spillage of coolant, condensate, oil, grease, etc. and damage to sheet metal cabinets and rubber or fabric gaskets that may allow water infiltration. Keep all rooftop equipment in good condition.
8. Although periodic inspection is recommended to assure that building components have not been subjected to unusual forces or conditions, the U.S. PLY Modified Bitumen Roof System components do not require maintenance under normal service in order to perform as designed or to keep this Limited Warranty in effect. Surfacing, such as coatings, are sometimes applied to roof membranes for a number of reasons. These surfacing are not covered under the terms of this limited warranty, although they may be covered under a separate agreement.
  - a) The application of an approved liquid coating, such as U.S. PLY UltraStar Hi Reflect Acrylic Coating System for Modified Bitumen or U.S. PLY #442 Fibered Aluminum Roof Coating or U.S. PLY Alum-A-Max Roof Coating to smooth surfaced APP membranes provides additional protection from the environment. If this coating is not applied as part of the initial roofing installation, it should be applied within the first two years after the roof is installed to help protect the membrane from surface cracking inherent in such asphalt products. In addition, this coating should be maintained as needed to recover any areas of the coating that have blistered, peeled or worn through.
  - b) Granular surfaced APP and SBS membranes do not normally require surface maintenance other than periodic inspection for contaminants (See Item 3) or damages. If areas of granular loss are discovered during inspection, new granules should be broadcast into hot asphalt or emulsion to protect the surface of the membrane. The application of an approved liquid coating, such as U.S. PLY UltraStar Hi Reflect Acrylic Coating System for Modified Bitumen or U.S. PLY #442 Fibered Aluminum Roof Coating or U.S. PLY Alum-A-Max Roof Coating to granular surfaced APP or SBS membranes does provide additional protection from the environment. If this coating is not applied as part of the initial roofing installation, it can be applied later to protect the membrane. If installed, this coating should be maintained as needed to recover any areas of the coating that have blistered, peeled or worn through.
  - c) Examine roof coatings. Recoat any cracked, flaking, blistered or worn areas with a compatible U.S. PLY roof coating.
9. Examine masonry walls and copings for cracks, bad mortar joints, deteriorated sealant, loose masonry/coping stones, and indications of water absorption. Repair all such conditions to prevent water infiltration.
10. Arrange for repairs necessary to correct non-warranted conditions affecting the U.S. PLY roof membrane. These repairs must be promptly performed by a U.S. PLY Certified Applicator. Repairs should be conducted using U.S. PLY materials where applicable and repair methods should be consistent with the type and quality of the guaranteed roof membrane so that repairs performed will last as long as the roof system.
11. If any additional equipment is to be installed on your roof (e.g. HVAC units, TV antennas, etc.), contact U.S. Ply, in writing, for approval before proceeding.
12. Should there be an addition to the building, requiring tie-in to the existing U.S. Ply Roofing System, contact U.S. Ply before proceeding to ensure the tie-in is in accordance with U.S. Ply specifications.

### What to do .... Should there be a problem:

1. Check for the obvious: clogged roof drains, loose counter flashings, broken skylights, open grills or vents, broken water pipes.
2. Note conditions resulting in leakage. Heavy or light rain, wind direction, temperature and time of day that the leak occurs are all important clues to tracing roof leaks. Note whether the leak stops shortly after each rain or continues to drip into the roof is dry. If you are prepared with the facts, the diagnoses and repair of the leak can proceed more rapidly.
3. Contact U.S. Ply Technical Services at 1-866-PUSH-PLY (866-787-4759) immediately....but please do not call until you are reasonably sure that U.S. PLY Modified Bitumen Roof System is the cause of the leak.

U.S. Ply feels that the preceding recommendations will assist you, the building owner, in maintaining your building for many years. Remember, your building is an investment. To maximize your return on this investment, appropriate care is essential.