

Note: This Limited Material Warranty is not effective unless properly registered with U.S. Ply, Inc.

## TWELVE YEAR LIMITED MATERIAL WARRANTY

OWNER'S NAME		ADDRESS OF OWNER	
NAME AND TYPE OF BUILDING		ADDRESS OF BUILDING	
AREA OF ROOF	(SQ.FT.)	FLASHING (LN. FT.)	SPECIFICATION NO.
OWNER'S SIGNATURE		DATE	PHONE
DATE OF COMPLETION		ADDRESS	

### U.S. PLY – Qualifying Materials List

- |  |  |  |   |
|--|--|--|---|
| <input type="checkbox"/> DURAWELD™ 4S – Surfacing Required*  | <input type="checkbox"/> SAFEWELD™ 180M  | <input type="checkbox"/> DURAFLEX™ 190   | <input type="checkbox"/> DURAFLEX™ 190FRTG  |
| <input type="checkbox"/> DURAWELD™ 4M                        | <input type="checkbox"/> SAFEWELD™ 180FR | <input type="checkbox"/> DURAFLEX™ 190FR | <input type="checkbox"/> DURAFLEX™ G4FRHTTG |
| <input type="checkbox"/> DURAWELD™ 4MFR                      | <input type="checkbox"/> SAFEWELD™ X4M   | <input type="checkbox"/> DURAFLEX™ 250FR | <input type="checkbox"/> DURAFLEX™ 4FRHTTG  |
| <input type="checkbox"/> USP BUR _____ Qualifying Spec #     | <input type="checkbox"/> SAFEWELD™ X4FR  | <input type="checkbox"/> DURAFLEX™ G4M   | <input type="checkbox"/> DURAFLEX™ X4FRTG   |
| <input type="checkbox"/> SAFEWELD™ X4S – Surfacing Required* | <input type="checkbox"/> Other _____     | <input type="checkbox"/> DURAFLEX™ G4FR  |   |

\* Coating/Surfacing is a maintenance item and is the owner's responsibility

U. S. PLY, INC. (the "Company"), located at 2000 E. Richmond Ave., Fort Worth 76104, warrants to the original owner that subject to the conditions, limitations and exclusions of this limited warranty, the U.S. Ply roof membrane and membrane flashing materials (the U.S. Ply built-up and/or modified bitumen membrane) will withstand ordinary wear and tear by the elements and will be free of manufacturing defects which will affect their ability to maintain the roof in a watertight condition for the twelve (12) years from the date of completion of the roof. This limited warranty applied ONLY to the U.S. Ply roofing membranes and base flashings installed in conformity with current U.S. Ply specifications.

#### STATEMENT OF LIABILITY

U. S. Ply's sole responsibility for breach of this limited warranty is the repair or replacement, at the Company's option, of that portion of the U.S. Ply materials that contain manufacturing defects or deterioration caused by ordinary wear and tear by the elements that have resulted in a roof leak. Repair or replacement of the deck or other materials used in conjunction with the roofing system not manufactured by U.S. Ply is NOT included. The Company's maximum liability for cost of repairs or replacement during the first year after completion is the original cost of the U.S. Ply materials only. After the first year, the Company's **MAXIMUM LIABILITY** is limited to the original cost of the U.S. Ply materials used on the roof reduced by eight and thirty-four percent (8.34%) of the maximum liability during each year of this limited warranty, less any costs previously incurred by the Company for the repair or replacement during previous years. In no event shall U.S. Ply be liable for a sum greater than the maximum liability of this limited warranty or for more than five (5) times the proportional cost paid to the Company for the U.S. Ply materials installed on the affected portion of this roof, whichever is less.

#### OWNER RESPONSIBILITIES

The owner must mail the attached warranty registration card within thirty (30) days of completion of the roof for this limited warranty to be effective. In the event of a leak resulting from a manufacturing defect or ordinary wear and tear by the elements, the building owner must notify the U.S. Ply Technical Services Department located at 2000 E. Richmond Ave. Fort Worth, TX 76104 in writing within thirty (30) days after discovery of the leak. Notice to the roofing contractor does not constitute to the Company.

#### EXCLUSIONS FROM COVERAGE

This limited warranty does NOT apply to application over cold storage or freezer buildings or buildings with high humidity conditions. This limited warranty does NOT cover loss of watertightness caused by any of the following:

1. Defects or damage from workmanship in applying membrane, base flashings or any other component.
2. Roof maintenance or correction of conditions other than leaks.
3. Natural disasters, including but not limited to, windstorms, hail, floods, hurricanes, lightning, tornadoes, and earthquakes.
4. Damage due to settlement, distortion, failure or cracking of the roof deck, walls or foundations of the building; vandalism; improper installation of insulation or defects or failure of any material used in any roof base or insulation not manufactured by U.S. Ply; infiltration or condensation of moisture in, through or around the walls, copings, building structure or underlying or surrounding materials; defects in workmanship or design; 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; expansion or contraction of any flashing or metal work; applications of roofing materials not in conformity with U.S. Ply's specifications at the time of installation; where underlying materials or structures have failed or ceased to conform to U.S. Ply's specifications or requirements; chemical attack on the membrane as a result of exposure to chemicals, including but not limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, oils, or any other corrosive chemical.
5. Changes in usage of the building contrary to applicable structure usages over which this limited warranty coverage is extended.
6. Damage resulting from any new installations on or through the roofing membrane or flashing or from traffic of any nature on the roof.
7. Any repairs or other applications to the roof membrane or base flashing after the date of completion, unless performed in a manner acceptable to and approved by U.S. Ply in writing in advance.
8. Any damage occurring more than thirty (30) days after the discovery of a leak by the Owner or its agent, unless U.S. Ply is notified of such leak within thirty (30) days of the discovery.
9. Areas of 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. 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 are approved in writing by the U.S. Ply, Inc. Technical Services Manager.

#### 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.

**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.**

**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.

**REGISTRATION FORM (To be completed by Owner)**  
**U.S. PLY, INC.**

**Warranty No.**  
**LIMITED MATERIAL WARRANTY**

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AREA OF ROOF	(SQ.FT.)	FLASHING (LN. FT.)	SPECIFICATION NO.
OWNER'S SIGNATURE		DATE	PHONE
DATE OF COMPLETION		ADDRESS	

**RETURN TO: U.S. PLY, INC.**

2000 E. Richmond Ave. Fort Worth, TX 76104

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**PLACE  
STAMP  
HERE**

**U.S. Ply, Inc.  
Technical Services Department  
2000 E. Richmond Ave.  
Fort Worth, TX 76104**