

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

U. S. PLY, Inc.
10 Year 160 LIMITED LABOR and MATERIAL GUARANTEE

U. S. PLY, INC. (the "Company"), located at 2000 E. Richmond Ave., Fort Worth, Texas 76104, hereby warrants to the original owner that, subject to the following terms, conditions, limitations and exclusions, that the U.S. PLY roof membrane and membrane flashing materials installed at the address listed and registered below 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 during the 10 year warranty period, which shall commence at the date of completion of the roof. The limit of this warranty applies ONLY to the U.S. PLY "160" materials installed in conformity with current U.S. PLY "160" specifications. This limited warranty is NOT TRANSFERABLE or assignable in any manner.

The roof membrane referred to herein shall include the following: U.S. Ply "APP 160" modified bitumen membranes and "SBS 160" modified bitumen membranes (See qualifying U.S. Ply "160" Materials list below). This warranty does not cover roof components such as, but not limited to; the underlying roof deck, insulation, vapor retarders, asphalt, adhesives, fasteners, metal accessories and flashing, drains, pitch pans, expansion joints or control joints, skylights, vents, plastic accessories, coatings or other surfacing materials such as ballast, rock or gravel.

CONDITIONS OF COVERAGE

1. **Roofing Contractor:** The U.S. Ply Materials must be installed by a U.S. PLY Approved Roofing Contractor.
2. **LLMG Registration:** The owner MUST mail in the attached LLMG Registration Card within one hundred twenty (120) days of the completion of the roof for this limited warranty to be effective. See attached.
3. **Maintenance:** The owner must follow a maintenance program in accordance with the instructions found on the reverse of this warranty.
4. **Building Usage:** Cannot have high humidity, or be used as freezer buildings or for cold storage

STATEMENT OF LIABILITY

U. S. Ply's sole responsibility for breach of this limited warranty is to repair or replace that portion of the U.S. PLY "160" 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 roof deck or other roof components used in conjunction with the U.S. PLY "160" Materials is NOT included.

NOTICE OF CLAIMS

The owner must mail the attached warranty registration card within one hundred twenty (120) days of the 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, Texas 76104 in writing within thirty (30) days after discovery of the leak. This written notice must include a description of the alleged defect. Notice to the roofing contractor or distributor DOES NOT constitute notice to the Company. The notice must include a copy of this limited warranty or proof of purchase of U. S. PLY "160" Materials. U.S. PLY shall perform its obligation(s) that are covered under this limited warranty within ninety (90) days after notification of a leak.

EXCLUSIONS FROM COVERAGE

This limited warranty does NOT cover lack of watertightness caused by any of the following:

1. Defects or damage from workmanship in applying membrane, base flashings or any other component.
2. Failure to follow U.S. Ply maintenance program found on the reverse side of this limited warranty.
3. Acts of nature, such as windstorms, hail, floods, hurricanes, lightning, tornadoes, and earthquakes.
4. Damage to, or failure of, the roof membrane caused or contributed by: (a) settlement, distortion, movement, failure or cracking of the roof deck, walls or foundations of the building; (b) improper installation of insulation or defects or failure of any material used in any roof base or insulation over which the U.S. PLY "160" Materials are applied; (c) infiltration of or condensation of moisture in or through the walls, copings, building structure or underlying or surrounding materials, including tie-ins to adjacent roof systems; (d) defects in workmanship or design; (e) 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; (f) expansion or contraction of any flashing or metal work; (g) applications of materials not in accordance with U.S. Ply's specifications at the time of installation; (h) where underlying materials or structures have failed or ceased to conform to U.S. Ply's "160" specifications or requirements; (i) 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; or (j) vandalism.
5. Changes in usage of the building contrary to applicable structure usages over which this limited warranty is offered.
6. Damage resulting from any new installations on or through the U.S. PLY "160" roofing membrane or base flashing or from traffic of any nature on the roof. NOTE: Under no circumstances shall new penetrations be covered under the terms of the limited warranty.
7. Any repairs or other applications to the U.S. PLY "160" 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.

MODIFICATIONS

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 U.S. PLY "160" Materials described above. Neither the issuance of this limited warranty nor any review or inspection of plans, the building or product application by a U.S. Ply representative shall constitute waiver by U.S. PLY of any of the exclusions or limitations of this limited warranty, nor may any U.S. Ply representative waive any of the exclusions or limitations of this warranty either orally or in writing. 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 WARRANTY 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 – Qualifying Materials List

USP APP 10 Year:

- USP APP 160S – Coating Required*
 USP APP 160M

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

USP SBS 10 Year:

- USP SBS 160M

OWNER'S NAME

ADDRESS OF OWNER

NAME AND TYPE OF BUILDING

ADDRESS OF BUILDING

AREA OF ROOF

(SQ.FT.)

SPECIFICATION NO

ROOFING APPLICATOR

OWNER'S SIGNATURE

DATE

ADDRESS

PHONE

DATE OF COMPLETION

DATE OF EXPIRATION

RETURN TO: U.S. PLY, INC.
2000 E. Richmond Ave., Fort Worth, Texas 76104

