

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

PLY 12 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	ROOFING APPLICATOR	PHONE
DATE OF COMPLETION	DATE OF EXPIRATION	ADDRESS	

U.S. PLY – Qualifying Materials List

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| <input type="radio"/> DURAWELD® 4S APP (Coated)* | <input type="radio"/> DURAFLEX® 190 SBS | <input type="radio"/> DURAFLEX® 190FRTG SBS |
| <input type="radio"/> DURAWELD® 4M APP | <input type="radio"/> DURAFLEX® 190FR SBS | <input type="radio"/> DURASTAR® G4 MOP OR G4TGW SBS |
| <input type="radio"/> DURAWELD® 4MFR APP | <input type="radio"/> DURAFLEX® 250FR SBS | <input type="radio"/> USP@ BUR _____ Qualifying Spec # |
| <input type="radio"/> DURAFLEX® G4FR SBS | <input type="radio"/> DURAFLEX® G4FRTG SBS | <input type="radio"/> Other: _____ Qualifying Spec # |

*Note: Must be initially coated. Coating/Surfacing is a maintenance item and is the owner's responsibility.

U. S. PLY, INC. (the "Company"), located at P.O. Box 163980 Fort Worth, Texas 76161, 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 installation of the roof. This limited warranty applied ONLY to the U.S. Ply roofing membranes and base flashings listed above which are 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. If upon investigation, U.S. Ply determines that the leak is not excluded under the "Exclusions From Coverage" set forth below and is the result of ordinary wear and tear to the elements or a manufacturing defect in the U.S. Ply Materials, the Owner's sole and exclusive remedy and U.S. Ply's liability will be limited to providing replacement Membrane or a prorated credit. Should the investigation reveal that the leak is caused by something under "Exclusions From Coverage", the investigation costs shall be paid by the Owner. Failure by Owner to pay for these costs shall render this Ply 12 Limited Material Warranty ("Limited Warranty") null and void. If the cause of the leak is determined by the Company to be outside the scope of this Limited Warranty, U.S. Ply shall advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense which, if the Owner properly makes, will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to make these repairs in a reasonable manner and within a reasonable time shall render this Limited Warranty null and void. 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.

OWNER RESPONSIBILITIES

The owner must sign and mail the attached warranty registration card within ninety (90) 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 P.O. Box 163980 Fort Worth, Texas 76161 in writing or via email @ warranty@usply.com within thirty (30) days after discovery of the leak. Any claim shall include a copy of valid warranty, proof of purchase, and a detailed information of the leak(s) and alleged defect. Notice to the roofing contractor does not constitute to the Company. By so notifying U.S. Ply, the Owner authorizes U.S. Ply or its designee to investigate the claim.

EXCLUSIONS FROM COVERAGE

This limited warranty does NOT apply to structures outside of the U.S. or its territories; or roofs installed over cold storage or freezer buildings or buildings with high humidity conditions; or over structures with conduit or piping installed between the roof deck and the roof membrane; or over thermal insulations or cover boards not approved by U.S. Ply; re-roofing over any existing roofing system containing asbestos or sprayed-in-place urethane foam or moisture and/or over an improperly prepared surface; or waterproofing applications or any below grade application. 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 forces, disasters, or acts of God including, but not limited to windstorms, fires, hail, hurricanes, floods, tornadoes, wind-blown debris and/or impact of objects, lightning, snow, ice, earthquakes, volcanic activity, atomic radiation, insects or animals.
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.

Governing Law and Venue. This Limited Warranty 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. Any dispute, controversy or claim between the Owner and U.S. Ply concerning this limited warranty 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.

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.

