



# U.S. PLY, INC.

Guarantee No. \_\_\_\_\_ - 0

## PLATINUM FULL VALUE SYSTEM GUARANTEE

OWNER NAME \_\_\_\_\_

ADDRESS OF OWNER \_\_\_\_\_

NAME AND TYPE OF BUILDING \_\_\_\_\_

ADDRESS OF BUILDING \_\_\_\_\_

SQ FT

N/A

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 P.O. Box 11740, Fort Worth, Texas 76110, guarantees to the original owner that subject to the Terms, Conditions, Limitations and Exclusions of this guarantee, that this guarantee covers such repairs to the U.S. Ply Roofing System as necessary to correct leaks that manifest through the U.S. Ply roof membrane, membrane flashing materials and other U.S. PLY roofing components (the "USP Roofing System") used in the construction of the above described roof that result from the causes listed below while this guarantee is in force and effect. These repairs will be made at the sole and absolute discretion of U.S. Ply at no cost to the Building Owner provided that the Owner gives proper written notice to U.S. PLY (see Owner's Responsibilities below).

**Scope of Coverage - Leaks Caused by:** (i) Ordinary wear and tear of the U.S. Ply Roofing Materials, (ii) Blisters or Fish-mouths, (iii) Deficiencies in any or all of the U.S. Ply component materials of the Roofing System, (iv) 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, (v) Buckles and wrinkles, or (vi) Slippage of membrane or base flashing. **Products Covered:** The "USP Roofing System" shall mean only the U.S. Ply brand roofing membranes, U.S. Ply brand roofing insulations, and other U.S. Ply brand roofing accessories when installed in accordance with U.S. Ply technical specifications by a U.S. Ply certified applicator.

**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, P.O. Box 11740, Fort Worth, Texas 76110 or via email at [warranty@usply.com](mailto:warranty@usply.com) 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 inspection fee of \$500.00 plus any out-of-pocket cost for travel, lodging and meals incurred by U.S. Ply. 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 overburdens, super-strata, overlays, or equipment or materials that impedes the inspection and repair of the U.S. Ply Roofing Materials, such as HVAC units, satellite dishes, solar stands and/or arrays, 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:

- Lack of roof maintenance or conditions other than leaks.
- Unusual weather conditions, natural disasters or acts of God including, but not limited to, fire, flood, hail, lightning, tornados, hurricanes, wind-blown debris, or other extraordinary natural occurrences and/or wind speeds in excess of 55 miles per hour calculated at ten (10) meters above ground using available meteorological data, earthquakes, volcanic activity, atomic radiation, insects or animals.
- 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) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, skylights etc. (c) 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; (d) infiltration or condensation of moisture in, through or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials including tie-ins to adjacent roof systems; (e) defects in design: U.S. Ply does not undertake any analysis of the architecture or engineering required to evaluate what type of system is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; (f) the performance, design, or application of non-U.S. Ply materials such as roof decks, metal components, expansion and control joints, pitch pockets, walkways, work platforms and recreational surfacings; (g) expansion or contraction of any metal flashings or other metal component; deterioration of metal components and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; (h) 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; or (i) Acid, chemical attack on the membrane, including, but not limited to, exposure to grease or oil, fertilizers, or solvents or to damaging conditions such as vermin; (j) Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism, vandalism, misuse, abuse, neglect or negligence; (k) negligence by the Owner in maintaining the U.S. Ply Roofing Materials.
- Damage to the building or its contents.
- Changes in the use of the building unless approved in writing in advance by U.S. Ply.
- Damage resulting from any new installations on or through the U.S. Ply Roofing Materials or from traffic of any nature on the roof.
- Temporary repairs to the U.S. Ply Roofing Materials authorized or performed by the Owner.
- Any changes, repairs, modifications or additions to the U.S. Ply Roofing System including, but not limited to, structures, penetrations, fixtures or utilities (including vegetative and solar overlays) based upon or through the Roofing System that are not completed in accordance with U.S. Ply's published specifications after the date of roof completion, not completed by an approved contractor and/or not approved by U.S. Ply, and/or not completed with proper notice to U.S. Ply. NOTE: New penetrations shall not be covered under the terms of this Guarantee.
- Any condition that is not in accordance with U.S. Ply's Specification Manual unless specifically accepted by U.S. Ply in writing.
- 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.
- 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.

Any dispute, controversy or claim between the Owner and U.S. Ply concerning this 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.

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 to pay an assignment fee of \$500.00 plus any out-of-pocket cost for travel, lodging and meals deemed necessary by U.S. Ply to observe roof prior to transfer. 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. 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 all Guarantee and applicable inspection fees has been paid to U.S. Ply, Inc.

U.S. PLY, INC.

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

Technical Services Manager - Date: \_\_\_\_\_