

USP® COATING LABOR AND MATERIAL WARRANTY

Note: This Limited Warranty is not effective unless properly signed by the Owner and registered with U.S. Ply, Inc.

OWNER'S 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.	FINISH DRY MIL THICKNESS
YEARS			
PERIOD OF COVERAGE	DATE OF COMPLETION	COATING APPLICATOR	CERTIFICATION NO.
OWNER'S SIGNATURE	DATE	ADDRESS	
DATE OF EXPIRATION	PHONE	EMAIL	

LIMITED WARRANTY

For the warranty period indicated above, U.S. PLY, INC. (the "Company"), located at P.O. Box 11740 Fort Worth, TX 76110, warrants to the original owner that, subject to the Terms, Conditions, Limitations and Exclusions of this Warranty, that that U.S. PLY, INC. will repair leaks that manifest through the USP® COATING or ALL SEASON® COATING products on the roof and related flashing materials installed at the address stated above resulting from the causes listed below while this Warranty is in force and effect. U.S. Ply's replacement obligations over the life of this warranty are limited to the owner's original cost of the coating. *These repairs will be made in accordance with the applicable terms and conditions herein, provided that the Owner gives proper written notice in to U.S. Ply, Inc. (see Owner's Responsibilities below).*

SCOPE OF COVERAGE – Leaks Caused by:

1. Natural deterioration of the USP® or All Season® Brand Roof Coating System
2. Manufacturing Defects

PRODUCTS COVERED: The Coating System shall mean only the USP® or All Season® brand roof coating listed above, and other USP® or All Season® brand roof coating accessories when installed in accordance with USP® Coating Specifications and flashing details by a USP® Energy Approved or Energy Choice-certified coating applicator.

OWNER RESPONSIBILITIES: The Building Owner shall provide U.S. Ply, Inc. with written notification within thirty (30) days of the discovery of any defect(s) in the USP® Product(s). The building owner MUST notify the U.S. Ply Technical Services Department located at P.O. Box 11740 Fort Worth, TX 76110. By so notifying U.S. Ply, Inc., the Owner authorizes U.S. Ply, Inc. or its designee to investigate the cause of the leak(s). Should the investigation reveal the cause of the leak(s) to be outside the scope of this Warranty, all investigation, related expenses and repair costs incurred by the Company for this service shall be paid by the Owner. This Warranty will be cancelled if you fail to pay this cost within 60 days of receipt of an invoice for it.

Owner must (a) perform annual inspections (minimum every twelve (12) months) and maintenance, including but not limited to, cleaning of drains, gutters, and scuppers and removal of debris from roof shall be done at Owner's expense during this Warranty, (b) keep records of all inspections and maintenance performed, (c) all findings must be recorded on the USP Warranty Inspection Form and forwarded to U.S. Ply Technical Department and (c) perform repairs to the roof or other building components identified during inspection by the U.S. PLY approved Energy Coating Applicator as being necessary to preserve the integrity of the USP® COATING Membrane Materials. Owner's failure to perform this work promptly following written notification by U.S. PLY may result in cancellation of this Warranty if said failure results in damage to the USP® COATING Materials.

Owner shall, at its expense, remove (and, if desired, subsequently replace or reinstall) any equipment or materials that impedes the inspection and repair of the U.S. Ply Roofing Materials, such as HVAC units, satellite dishes, precast concrete, rubber pavers, wood decking and steel grating that are installed over the USP® COATING 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 Warranty 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 Limited Warranty shall NOT cover the following conditions or any damages which may arise therefrom.

1. Faulty application or application of said product or products not installed or applied in strict accordance with U.S. Ply's printed coating application instructions.
2. Reflectivity or emissivity performance, or any performance thereof relating to any monetary savings based on performance.
3. Damage to the USP® Coating or All Season® Coating resulting from causes beyond normal wear and tear, such as natural forces, disasters, or acts of God including, but not limited to windstorms, fires, hail, hurricanes, floods, tornadoes, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals.
4. Exposure of the USP® Coating or All Season® Coating to damaging substances, such as acids, chemicals, oils, or solvents including but not limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, or any other corrosive chemical.
5. Damage to the materials caused by any deliberate or negligent or failure by the Owner in maintaining the coated roof or abuse, vandalism, or abnormal use of the roof.
6. Damage due to, or failure of the USP® Coating Materials caused or contributed by: (a) settlement, movement, defects in design in the building, walls, foundation, roof deck, or any material used as a roof base over which the USP® Coating or All Season® Coating Materials were applied; (b) entrapped moisture in the existing roof over which the USP Coating or All Season Coating Materials were applied; (c) improper priming or improperly prepared substrate; (d) infiltration of or condensation of moisture in or through the walls, copings, building structure or surrounding building materials, including tie-ins to adjacent roof systems; (e) non-U.S. PLY materials including, but not limited to expansion or contraction of expansion joints, control joints, gutters, scuppers, roof drains, walkways, pitch pockets, metal flashing components, and any roof top units and equipment; (f) where underlying materials or structures have failed or ceased to conform to U.S. Ply, Inc.'s specifications or conditions or substrates which are expressly excepted in the U.S. Coating Specification Manual at the time of application.
7. Damage to the building or its contents.
8. Defects in the design of the building or roofing system, including inadequate drainage and any areas that pond water.
9. Any changes in the color of the U.S. Ply Coating, including, but not limited to, fading.
10. Damage resulting from any new installations on or through the coating material or flashing or from traffic of any nature on the roof.
11. Temporary repairs to the USP® Coating Materials authorized or performed by the Owner.
12. Any repairs, modifications or additions to the Coating Materials after the date of roof completion, unless performed in a manner acceptable to and approved by U.S. Ply, Inc. in writing in advance. NOTE: New penetrations shall not be covered under the terms of this Warranty.
13. 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.
14. Any condition that is not in accordance with U.S. Ply's Energy Coating Specification Manual unless specifically accepted by U.S. Ply, Inc. in writing.
15. Cost which exceed the original installed cost of the Coating.

Severability: If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force. **Governing Law:** 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. **Transfer:** This Limited Warranty shall be transferable 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 Coating Materials or other roofing or building components that are identified by U.S. Ply, Inc. after an inspection as necessary to preserve the integrity of the U.S. Ply Coating Materials; and 3) you pay an assignment fee of \$500. This Limited Warranty is NOT otherwise assignable, directly or indirectly.

U.S. PLY DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY U.S. PLY. U.S. PLY 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.

No representative, employee, or agent of U.S. PLY, INC., 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. U.S. PLY is not liable or responsible for any act(s), conduct or omission(s) by any person. The Company shall not be responsible for or liable for any change and/or amendment to the U.S. PLY coating specifications in regard to the application of the coating 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, Inc. are limited to a surface inspection only, are for U.S. Ply, Inc.'s sole benefit, and do not constitute a waiver of any of the Terms and Conditions of this Limited Warranty.

CANCELLATION OF THIS LIMITED WARRANTY 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; AND (2) THE OWNER DOES NOT PROMPTLY MAKE REPAIRS FOLLOWING WRITTEN NOTIFICATION BY U.S. PLY, INC. TO RECTIFY THE DAMAGE AND PRESERVE THE INTEGRITY OF THE ROOF. THIS 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 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 Limited Warranty becomes effective only when all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the Warranty charge has been paid to U.S. Ply, Inc.

Effective Date: This Limited Warranty shall be effective and apply to systems sold after January 1, 2014.

U.S. PLY, INC.
P.O. Box 11740
FORT WORTH, TX 76110

Date:

By: _____
Technical Services Manager

MAINTENANCE PROGRAM

In order to ensure that your U.S. PLY roofing system will continue to perform to its fullest, and to avoid possible cancellation or limitation of your U.S. PLY warranty, you should follow this 10-point maintenance program.

1. Maintain a file for all records relating to this roof, including the U.S. PLY warranty, invoices, inspection reports, repair and maintenance bills, original construction drawings and specifications, etc. A Roof Inspection Log is provided as part of this form.
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. Arrange for repairs necessary to correct non-warranty conditions affecting the U.S. PLY roof system. These repairs must be promptly performed by a U.S. PLY *ENERGY COATING APPROVED* Roofing Contractor. Repairs should be conducted using U.S. PLY materials where applicable and repair methods should be consistent with the type and quality of the warranty roof system so that repairs performed will last as long as the roof system.
5. Remove any debris, such as leaves, branches, dirt, rocks, bottles, etc. that have accumulated on the roof. Clean gutters, downspouts, scuppers, and the surrounding roof areas to ensure proper drainage.
6. Examine all metal flashings, counter-flashings, expansion joints and pitch pockets for ruse, detachment, deteriorated sealant, and damage. Reattach loose metalwork. Replace sealant as necessary. Prepare and paint any rusted surface.
7. 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.
8. 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.
9. Examine roof coatings. Recoat any cracked, flaking, blistered or worn areas with a compatible U.S. PLY roof coating.
10. Minimize rooftop traffic. 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 *ENERGY COATING APPROVED* 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.

ROOF INSPECTION LOG

Date	Findings	Date	Findings

Notify U.S. Ply of any leaks or problems: P.O. Box 11740 Fort Worth, TX 76110
817-413-0103 or technical@usp.ly.com