

# USP® TUFFCAP MB LIMITED SYSTEM WARRANTY

OWNER' NAME	ADDRESS OF OWNER
BUILDING NAME	ADDRESS OF BUILDING
<b>SQ FT</b>	
AREA OF ROOF (SQ. FT.)	BUILDING USE
( ) YEARS	SPECIFICATION NO.
OF COVERAGE	DATE OF COMPLETION
DATE OF EXPIRATION	CERTIFIED APPLICATOR
	CERT NO.
TUFFCAP MB SYSTEM WARRANTY #	ADDRESS
	PHONE
	EMAIL

For the warranty period indicated above, U.S. Ply, Inc. ("USP"), a Texas corporation, warrants to the Building Owner ("Owner") named above that U.S. Ply will, subject to the Terms, Conditions and Limitations set forth below, repair any leak in the USP® APP/SBS Roofing System ("System").

### TERMS, CONDITIONS AND LIMITATIONS

1. **Products Covered.** The System shall mean only the USP® TuffCap or USP® 160 brand roofing membranes, USP® brand roofing insulations, USP® brand roofing metal, and other USP® brand roofing accessories when installed in accordance with the most current USP® TuffCap or USP® 160 specifications/installation Manual by a USP® Certified Roofing Contractor of Premier, StarCertified or StarChoice Status.
2. **Notice.** In the event any leak should occur in the System, the Owner must give notice in writing or by telephone to U.S. Ply within thirty (30) days of any occurrence of a leak. Written notice may be sent to U.S. Ply at the street address or fax number shown on the reverse side of this Limited Warranty. Evidence of this notice shall be the receipt by Owner of a U.S. Ply Leak Notification Acknowledgement. By so notifying U.S. Ply, the Owner authorizes U.S. Ply or its designee to investigate the cause of the leak.
3. **Investigation.** If upon investigation, U.S. Ply determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this USP® TUFFCAP MB Limited System Warranty (the "Limited Warranty"), the Owner's sole and exclusive remedy and U.S. Ply's total liability shall be limited to the repair of the leak. Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations; the Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. U.S. Ply will advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a USP® Certified Contractor and within 60 days shall render this Limited Warranty null and void.
4. **Disputes.** 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 district 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.
5. **Payment Required.** U.S. Ply shall have no obligation under this Limited Warranty unless and until U.S. Ply and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System. In the event that repairs not covered by this Limited Warranty are necessary in the future, U.S. Ply reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or U.S. Ply has been paid in full for such repairs.
6. **Exclusions.** U.S. Ply shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to winds in excess of 55mph, fires, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or which impair the System's ability to resist leaks; (c) damage to the materials caused by any deliberate or negligent act in maintaining the roof or abuse or abnormal use of the roof; (d) Failure by the Owner to use reasonable care in maintaining the System, said maintenance to include, but not limited to those items listed on the reverse side of this Limited Warranty titled "U. S. Ply Roof System Maintenance and Care Program"; (e) Damage due to settlement, distortion, cracking or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc; improper installation of insulation or defects or failure of any material used in any roof base or insulation; infiltration or condensation of moisture in, through or around the walls, copings, building structure, rooftop penetrations or mechanical units or underlying or surrounding materials; defects in workmanship or design; or other 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 installation guidelines at the time of installation; (f) where underlying materials or structures have failed or ceased to conform to U.S. Ply installation guidelines or specifications; (g) 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 physical reaction and the like which comes in contact with the System, which damages the System, or which impairs the System's ability to resist leaks; (h) alterations or repairs to the System that are not completed in accordance with our published specifications, not completed by a USP® Certified Contractor, and/or where current notification procedures were not followed; (i) The architecture, engineering, construction, or design of the roof, roofing system, or building. U.S. Ply does not undertake any analysis of the architecture or engineering required to evaluate what type of roof system is appropriate; (j) A change in building use or purpose; (k) damage resulting from any new installations on or through the roofing membrane or flashing or from traffic of any nature on the roof; (l) Deterioration to metal roofing materials and accessories caused by marine salt water atmosphere or by regular spray of either salt or fresh water, (m) damage to the building or its contents; (n) areas of roof which pond water; (o) 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 given proper notice as set forth in paragraph 2(a) above.
7. **Transfer.** This Limited Warranty shall be transferable subject to Owner's payment of the current transfer fee set by U.S. Ply.
8. **Term.** The term of this Limited Warranty shall be for the period set forth above and such term shall not be extended under any circumstances.
9. **Roof Access.** During the term of this Limited Warranty, U.S. Ply's designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse U.S. Ply for all reasonable cost incurred during inspection and/or repair of the System that are due to delays associated with said restrictions. Owner shall be responsible for the damage caused by, removal and replacement of any overburdens, stone ballast, pavers, recreation/sun decks, walkways, super strata or overlays, either permanent or temporary, as necessary to expose the system for inspection and/or repair.
10. **Waiver.** U.S. Ply's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
11. **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.
12. **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.
13. **Effective Date.** This Limited Warranty shall be effective and apply to Systems sold after January 1, 2014.

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

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND U.S. PLY HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST U.S. PLY, INC AND U.S. PLY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANYWAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF U.S. PLY. NO OTHER PERSON HAS ANY AUTHORITY TO BIND U.S. PLY, INC. WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

U.S. PLY, INC.  
P. O. Box 11740  
Fort Worth, TX 76110

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

Title: Technical Services Manager

Date: \_\_\_\_\_

# U.S. PLY ROOF SYSTEM MAINTENANCE & CARE 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 Limited 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 Limited Warranty, invoices, inspection reports, repair and maintenance bills, original construction drawings and specifications, etc. A Roof Inspection Log should be used.
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-warranted conditions affecting the U.S. PLY roof membrane. These repairs must be promptly performed by a U.S. PLY Certified 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 warranted roof membrane so that repairs performed will last as long as the roof system.
5. Areas that pond water is not covered by your Limited Warranty. 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. If you discover that your roof does not have positive drainage take necessary steps to incorporate additional drainage so that the standing water can be eliminated.
6. Metal work is not part of your U.S. PLY Limited Warranty and over time may require maintenance. Examine all metal flashings, counter-flashings, expansion joints and pitch pockets (pitch pans) for deterioration, detachment, deteriorated sealant, and damage. Reattach loose metalwork. Replace sealant or pitch pocket filler as necessary. **Note:** If asphaltic materials are used in pitch pockets, yearly maintenance will be 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 Certified Roofing Contractor. 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.

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## ROOF INSPECTION LOG

Date	Findings	Date	Findings

Notify U.S. Ply of any leaks or damage: P.O. Box 11740 Fort Worth, TX 76110  
817-413-0103 or warranty@usply.com