

Note: This Limited Material Warranty is not effective unless properly registered with U.S. Ply, Inc.
TUFFStik® 10 YEAR LIMITED MATERIAL WARRANTY
(Warranty is self-executed by user)

OWNER'S NAME		ADDRESS OF OWNER	
NAME AND TYPE OF BUILDING		ADDRESS OF BUILDING	
SIZE OF ROOF	(SQ. FT.)	BASE FLASHING (LN. FT.)	SPECIFICATION NO.
OWNER'S SIGNATURE	DATE	ROOFING APPLICATOR	PHONE
DATE OF COMPLETION	DATE OF EXPIRATION	ADDRESS	

U.S. PLY TUFFStik – Qualifying Materials List

- TUFFStik® SA CAP + TUFFStik® Nail Base over deck TUFFStik® SA CAP + TUFFStik® Nail Base over existing roof
 TUFFStik® SA CAP + TUFFStik® SA Base over Insulation TUFFStik® SA CAP + TUFFStik® SA Base over existing roof
 TUFFStik® SA CAP + TUFFStik® SA Base + TuffSTIK® Nail Base over deck TUFFStik® SA CAP over existing roof

U. S. PLY, INC. (the "Company"), located at P.O. Box 11740 Fort Worth, Texas 76110, warrants to the original owner that subject to the conditions, limitations and exclusions of this limited warranty, the TUFFSTIK® SA membrane and membrane flashing materials (the TUFFSTIK® SA modified bitumen membrane) will be free of manufacturing defects which will affect their ability to maintain the roof in a watertight condition for the ten (10) years from the date of original installation of the roof. This limited warranty applies ONLY to the TUFFSTIK® SA membranes and base flashings installed in conformity with current U.S. Ply TUFFSTIK® SA specifications. This limited warranty shall only be applicable to and benefit the original owner named above and is NOT TRANSFERABLE OR ASSIGNABLE in any manner.

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 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 TUFFSTIK® 10 Year 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 TUFFSTIK® materials used on the roof reduced by ten percent (10%) 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, the building owner must notify the U.S. Ply Technical Services Department located at P.O. Box 11740 Fort Worth, Texas 76110 in writing or via email @ warranty@usply.com within thirty (30) days after discovery of the leak. Any claim shall provide a copy of warranty 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

U.S. Ply does not have any obligation based on the following exclusions from coverage under this limited warranty:

- Faulty or improper application of the USP TUFFSTIK SA Roofing System, USP TUFFSTIK SA products or products not installed or applied in accordance with the printed product instructions or leaks or damages resulting from any one or more of such causes. Leaks or damage to the USP TUFFSTIK SA Roofing System from any cause other than inherent manufacturing defect.
- 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.
- Damage caused by factors that are beyond the control of U.S. Ply such as but not limited to inadequate attic/roof ventilation, "Radiant Barriers", or installation, maintenance or use of equipment installed on the roof such as air conditioners, heating units, antennas, power lines or solar systems.
- Damage to the materials caused by any neglect, abuse, misuse or improper upkeep and maintenance of the roof, or failure to follow the "U.S. Ply System Maintenance and Care Program", or abnormal use of the roof.
- Variations or natural changes in color, weathering, color fading or discoloration, natural efflorescence, shading, damage due to buildup of mildew, moss, algae, fungus, other biological growth, overhanging trees, leaves, needles, branches or other debris.
- Replacement of products after the first six (6) months after application due to loss of granules.
- Damage due to settlement, distortion, cracking or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc; vandalism; 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; where underlying materials or structures have failed or ceased to conform to U.S. Ply installation guidelines or specifications.
- Damage as a result of exposure to standing water, salt spray, salt fog, fumes 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.
- Removal or abatement of any asbestos present in the roof to which the USP TUFFSTIK SA Roofing System is applied, or for any costs related to such removal or abatement.
- Changes in usage of the building contrary to applicable structure usages over which this limited warranty coverage is extended.
- Tear-off, removal, or disposal of any materials, flashings or metal work, or for any costs related to such tear-off, removal, replacement or disposal, unless otherwise stated in this Limited Warranty. Damage to any building, either exterior or interior, or any property contained therein or for injuries or damages of any kind whatsoever.
- Damage resulting from any new installations on or through the roofing membrane or flashing or from traffic of any nature on the roof.
- Damage resulting from any repair, attempted repair 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.
- 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.
- Areas of roof which pond water.

U.S. Ply limited warranties, even when issued, does not cover non-residential buildings, structures outside of the U.S. or its territories; structures with conduit or piping installed between the roof deck and the roof membrane; 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.

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. 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.

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 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. 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.

OWNER'S NAME		ADDRESS OF OWNER	
NAME AND TYPE OF BUILDING		ADDRESS OF BUILDING	
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OWNER'S SIGNATURE	DATE	ROOFING APPLICATOR	PHONE
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RETURN TO: U.S. PLY, INC.
P.O. Box 11740 Fort Worth, Texas 76110 or
Email to: Warranty@usply.com

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The owner must sign and mail this portion of the warranty registration card within ninety (90) days of completion of the roof for this limited warranty to be effective.

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