

**USP® Coating Limited Material Warranty**

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

OWNER NAME		ADDRESS OF OWNER	
NAME AND TYPE OF BUILDING		ADDRESS OF BUILDING	
<b>SQ FT</b>	<b>N/A</b>		
AREA OF ROOF (SQ. FT.)	FLASHING (LN. FT.)	REFLECTIVE COATING PRODUCT	COATING SPECIFICATION #
<b>YEARS</b>			
PERIOD OF COVERAGE	DATE OF COMPLETION	COATING APPLICATOR	CERTIFICATION NO.
OWNER'S SIGNATURE	DATE	ADDRESS	
DATE OF EXPIRATION	PHONE	EMAIL	
THE FOLLOWING U.S. PLY COATINGS ARE COVERED BY THIS WARRANTY:		5 YEAR OR 10 YEAR WARRANTY USP ALUMAMAX PREMIUM ROOF COATING USP ENERGYKOTE ROOF COATING ALL SEASON PREMIUM THERMOPLASTIC ROOF COATING	5 YEAR WARRANTY ONLY USP ENERGYBRITE ROOF COATING ALL SEASON THERMOPLASTIC ROOF COATING

**USP® Coating Limited Material Warranty**

**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 reimburse you in accordance with this Warranty if your USP® Coating Product allows leaking through the coating and related flashing materials installed at the address stated above as a result of a manufacturing defect while this Warranty is in force and effect. U.S. Ply's reimbursement obligations over the life of this warranty are limited to the owner's original cost of the USP® Coating Product, prorated based on the remaining months of the unexpired warranty.

**TERMS, CONDITIONS OF COVERAGE, LIMITATIONS**

- The Coating is limited to mean the USP® brand Coatings or All Season® Coatings when applied in accordance with U.S. Ply Coating Specification Manual at the time of application (current edition is 2014).
- In the event any leak should occur in the Coating: (a) The Owner must give written notice to U.S. Ply within thirty (30) days of any occurrence of a leak. By so notifying U.S. Ply, the Owner authorizes U.S. Ply or its designee to investigate the cause of the leak. (b) If upon investigation, U.S. Ply determines that the leak is caused by manufacturing defects of the Coating or as a result of ordinary exposure to the elements, the Owner's sole and exclusive remedy and U.S. Ply's liability shall be limited to the reimbursement of or supply of replacement Coating material sufficient to replace the affected area of Coating; (c) Should the investigation reveal that the leak is caused by something other than causes set forth in 2(b) above, investigation costs shall be paid by the Owner. Failure by Owner to pay for these costs shall render this Coating Limited Warranty ("Limited Warranty") null and void. If the cause of the leak is determined by U.S. Ply 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. (d) 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, Fort Worth Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
- U.S. Ply shall have no obligation under this Limited Warranty unless and until U.S. Ply and the USP® certified coating applicator have been paid in full for all materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the System.

**EXCLUSIONS FROM COVERAGE**

This Limited Warranty shall NOT cover the following conditions or any damages which may arise therefrom.

- Workmanship in installing the USP® Coating Products.
- Reflectivity or emissivity performance, or any performance thereof relating to any monetary savings based on performance.
- Damage to the USP® Coating or All Season® Coating resulting from (a) 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; (b) 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. (c) 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; (d) damage due to, or failure of the USP® Coating Materials caused or contributed by 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; (e) entrapped moisture in the existing roof over which the USP® Coating or All Season® Coating Products were applied; (f) improper priming or improperly prepared substrate; (g) 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; (h) 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; (i) 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; (j) damage to the building or its contents; (k) defects in the design of the building or roofing system, including inadequate drainage and any areas that pond water; (l) damage resulting from any new installations on or through the coating material or flashing or from traffic of any nature on the roof; (m) temporary repairs to the USP® Coating Products authorized or performed by the Owner or any repairs, modifications or additions to the Coating Products 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.
- Any changes in the color of the U.S. Ply Coating, including, but not limited to, fading.
- 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.
- 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.
- Costs which exceed the original cost of the Coating Product, prorated based on the remaining months of the unexpired warranty.

**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.

**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.

**U.S. PLY, INC. DOES NOT WARRANTY PRODUCTS UTILIZED IN THIS INSTALLATION, WHICH IT HAS NOT FURNISHED, AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY U.S. PLY, INC.**

**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.**

**THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE U.S. PLY PRODUCTS OR ITS COMPONENTS FURNISHED BY U.S. PLY, INC. THIS LIMITED 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 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.

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

**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 apart 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-warranted conditions affecting the U.S. PLY roof system. These repairs must be promptly performed by a U.S. PLY *ENERGY CHOICE* or *ENERGY APPROVED* Coating Applicator. 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 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 CHOICE* or *ENERGY APPROVED* Coating 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

**PLACE  
STAMP  
HERE**

**U.S. Ply, Inc.  
Technical Services Department  
P.O. Box 11740  
Fort Worth, TX 76110**