

MULE-HIDE PRODUCTS CO., INC.
LIMITED LIFETIME* MEMBRANE WARRANTY FOR SINGLE-FAMILY HOMES ver. 4

Warranty Number:

Square Footage:

Building Owner:

Building Address:

SAMPLE

Effective Date:

MULE-HIDE PRODUCTS CO., INC. ("MuleHide") warrants to the Building Owner ("Owner"), that, properly installed, its minimum 60 mil or greater in thickness EPDM, PVC or TPO roofing membrane used in roofing applications is free from manufacturing defects and that the membrane will not deteriorate due to the action of moisture, oxygen, ozone and ultraviolet light modified by time and temperature ("Weathering") to the extent that it fails to maintain a watertight condition, for so long as the original Owner shall own or occupy the Building to which the membrane is applied. MuleHide further warrants to the Buyer, that, properly installed, its less than 60 mil in thickness EPDM, PVC or TPO roofing membrane used in roofing applications is free from manufacturing defects and that the membrane will not deteriorate due to Weathering to the extent that it fails to maintain a watertight condition, for a period of term of fifteen (15) years from the date of installation. Any membrane covered hereunder is referred to as "Membrane." This Limited Warranty does not apply to workmanship, other materials or any other items. For clarity, this warranty does not cover defects in and/or deterioration of any and all other materials which make up the roofing system and/or any failure associated with those materials. *With respect to Membranes with a minimum thickness of 60 mils, "Lifetime" means for as long as the original property owner owns the property and is alive. The original Owner must be a natural person, or the Warranty shall be limited to a term of twenty (20) years from the date of installation. "Lifetime" means a period of term of fifteen (15) years from the date of installation for Membranes less than 60 mils in thickness.

If upon inspection by MuleHide, the Membrane shows premature deterioration due to Weathering within the warranty period, MuleHide's liability and Owner's sole and exclusive remedy shall be limited at MuleHide's option to providing new MuleHide labeled materials for the repair of the affected area of Membrane or a monetary credit to be applied towards the purchase of new Membrane sufficient to repair the affected area. The total value of these remedies shall be at MuleHide's sole discretion and will in no event exceed the original Membrane purchase price. NOTE: If the leak is determined by MuleHide to be outside the scope of this warranty, MuleHide 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 warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to make these repairs in a reasonable manner within a reasonable time shall render this warranty null and void.

MuleHide assumes no liability for the cleanliness or any discoloration of the Membrane or for any failure of the Membrane resulting from: (1) Any natural cause, including but not limited to lightning, wind, hurricane, tornado, hail, the infestation or presence of plant, mold, fungi, bacteria insects or animals, earthquake, or resultant debris (2) Negligence, accident, misuse or abuse by anyone, including but not limited to vandalism, fire, falling object, civil disobedience, act of war or criminal conduct; (3) Environmental fallout, chemical attack or the presence within or outside the Building of any commercial or industrial solvent, acid, caustic fluid, petroleum product, wax, grease, absorbent, clay or plasticizer; (4) Any failure, settlement or movement of the roof structure, roof deck or substrate; (5) Inadequate drainage; (6) Improper installation; (7) Use in an incompatible environment; (8) Failure by Owner to use reasonable care in maintaining the roof to include without limitation compliance with MuleHide's roofing care and maintenance guidelines; (9) Contact with adhesives, sealants, tapes or other accessories marketed or manufactured by companies other than MuleHide and (10) Failure of the owner to comply with every condition, exclusion or limitation herein. This Warranty shall take precedence over any other documents or representations (whether oral or written, and by whomever made), which may conflict with this Warranty. This Warranty must be registered by completing and mailing the attached form along with material invoice copies to MuleHide Products Co. Inc within (30) days of Membrane installation and is not assignable or transferable by Owner. MuleHide's failure to enforce any of the terms, conditions or limitations stated herein shall not be construed as a waiver of such provision or of any other terms, limitations or conditions of the Warranty.

To require a performance of MuleHide's obligations under this Warranty, Owner must, within thirty (30) days of discovery of the purported defect or deterioration to which the claim relates, send written notification providing a general description of the purported defect or premature deterioration and samples of the Membrane for evaluation at its own expense to:

MULE-HIDE PRODUCTS CO., INC., ATTN: WARRANTY CLAIMS, P.O. BOX 1057 BELOIT, WI 53512-1057

MuleHide may change the address for written notification upon notice to Owner. Failure to notify MuleHide in this manner (notice to the contractor, a re-seller or an authorized MuleHide Sales Representative is not notice to MuleHide Warranty Claims) shall be deemed a waiver of any purported defect or premature deterioration. Notifying MuleHide of an alleged leak constitutes authorization from the Owner to MuleHide or its designee to investigate the cause of the leak and Owner agrees to give MuleHide the access MuleHide deems necessary

MULEHIDE DOES NOT WARRANT 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 MULEHIDE.

MULEHIDE DOES NOT EVALUATE THE ARCHITECTURE OR ENGINEERING USED IN THE DESIGN OF A ROOF OR THE SELECTION OF A ROOF SYSTEM, ASSUMES NO LIABILITY NOR IMPLIES TO THE SUITABILITY OF THE PRODUCTS FOR ANY PARTICULAR ASSEMBLY OR SPECIFIC BUILDING OPERATION OR STRUCTURE. THE OWNER, DESIGN PROFESSIONAL, ARCHITECT, CONSULTANT OR ENGINEER IS SOLELY RESPONSIBLE FOR THE ASSEMBLY CHOSEN FOR A PARTICULAR BUILDING STRUCTURE TO INCLUDE THE RESPONSIBILITY TO PROPERLY CALCULATE WIND UPLIFT VALUES, DESIGN DEAD LOADS AND LIVE LOADS, LOCAL CODE COMPLIANCE, AND SUITABILITY AND CONDITION OF THE BUILDING ENVELOPE SUBSTRATE, DECKING, PARAPETS, DRAINAGE, SLOPE, AND OTHER ATTRIBUTES PERTAINING TO THE PERFORMANCE OF THE ROOF SYSTEM ASSEMBLY. OWNER'S REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR CLAIMS AND DAMAGES ARISING FROM FAILURE OF THE SYSTEM. MULEHIDE MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE FACE HEREOF. MULEHIDE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. MULEHIDE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE OR THEORY OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, PRODUCTS LIABILITY OR OTHERWISE,(I) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, LOSS OF PROFIT OR DAMAGE TO THE BUILDING OR ANY MERCHANDISE OR OTHER CONTENTS THEREIN, FOR WHATEVER CAUSE INCLUDING BUT NOT LIMITED TO MOLD, FUNGI, AND BACTERIA AND (II) FOR LOSS OR DAMAGE CAUSED OR CONTRIBUTED TO BY MULEHIDE'S APPROVAL OF THE CONTRACTOR OR INSPECTION OF, OR FAILURE TO INSPECT, THE BUILDING ROOF, NOR SHALL MULEHIDE BE LIABLE FOR ANY DAMAGES WHICH ARE BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OTHER THAN THE LIABILITY SET FORTH ABOVE ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REMEDY PROVIDED FOR HEREIN FAILS OF ITS PURPOSE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON 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 JURISDICTION TO JURISDICTION. IN THE EVENT OF ANY ARBITRATION OR LITIGATION REGARDING THIS WARRANTY OR ITS SUBJECT MATTER, IF MULEHIDE IS THE PREVAILING PARTY, OWNER SHALL REIMBURSE MULEHIDE FOR ALL OF MULEHIDE'S DISPUTE RESOLUTION COSTS, INCLUDING ATTORNEY'S FEES. FOR PURPOSES OF THIS WARRANTY, MULEHIDE WILL BE DEEMED THE PREVAILING PARTY IF THE OWNER RECOVERS NOTHING OR A SUM LESS THAN WAS OFFERED IN SETTLEMENT.

MULE-HIDE PRODUCTS CO., INC.

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SAMPLE

By: _____ Its: _____ Date of Issuance: _____

Building Owner's Roof Care and Maintenance Guidelines ver.2.03

The following are guidelines on how to care for your roofing system to help ensure a long useful service life. The manufacturer's warranty is not a maintenance program or agreement. There are various items associated with your roof system that are not covered under the warranty. It is the responsibility of the Building Owner to regularly inspect and maintain their roofing system.

MuleHide strongly recommends the Building Owner institutes an annual inspection program with written documentation of any activities on the roof. Maintain a log of maintenance procedures and people accessing the roof. This aids the Building Owner in determining the source of any damage to the roof. The roofing system should be inspected at least twice a year (once in the spring and once in the fall) and after every major storm. These inspections should be performed by a MuleHide Warranty Eligible Contractor or someone specially trained in roofing systems.

READ YOUR WARRANTY CAREFULLY BEFORE EXECUTING ANY ROOF-TOP WORK OR FILING OF A CLAIM.

Understand the terms and conditions to avoid adversely affecting the warranty.

General Guidelines

1. Keep the roof surface clean of debris, especially at drain areas to avoid clogging. Good roofing practice suggests that water not be allowed to remain on the roof for more than 48 hours after a rain. Keeping the roof clear of debris will allow for proper water run-off and avoid overloading the roof with standing water.
2. Keep chemical and petroleum products (acid, chemicals, solvents, greases, oils or any liquids containing petroleum products) off the membrane to avoid degradation. If swelling occurs, contact MuleHide immediately.
3. Do not exhaust kitchen wastes (such as but not limited to vegetable oils or animal fats) directly onto the roof surface.
4. TPO and PVC membranes may be used for restaurant roofs but must have a rooftop maintenance program in-place to ensure that accumulations of animal fats/grease are regularly removed and the membrane surface is cleaned periodically.
5. Walkways must be provided if regular rooftop traffic is required, such as routine servicing of rooftop equipment. Exercise caution when not walking on walkways, especially on white roofing surfaces as ice or frost build-up may not be visible. All membranes and coatings are slippery when wet.
6. When it is necessary for workers to be on the roof to service rooftop equipment, workers should be cautioned to use walkways (when provided) and to exercise care with their tools and equipment to avoid causing damage to the roof system that may result in leaks. It is recommended that the Building Owner or property manager keep a "Roof-top Maintenance and activity Log" to track dates and activities by personnel or other trades.
7. Handprints, footprints, general traffic grime, industrial pollutants and environmental dirt and debris may be cleaned from the roof surface by scrubbing with detergent and water, followed by rinsing with clean water. To maximize and maintain reflectivity, it is suggested that white surfaces be cleaned once every two years.
8. Keep roof maintenance items, such as counterflashings, metal curbs, metal ductwork, etc., sealed watertight at all times. All exposed mastic and sealants regardless of the purpose or function, are required maintenance items to be remediated by the Building Owner, including but not limited to pitch pans and metal flashing sealants.
9. Loss of granules from mineral surfaced membranes is typical and not a manufacturing defect. In cases of granule loss that becomes more noticeable, additional surfacing may be applied as directed by MuleHide.
10. Protective coating systems may oxidize and weather, losing overall dry film thickness. This is normal and not a defect in the material.
11. When performing inspections, examine all areas adjacent to the roof, parapet walls and adjoin structures. Damage to items such as masonry, failing mortar joints, loose or missing sealants, loose stone or tiles, loose or improperly sealed counterflashings, etc., may be the source of leaks that are inadvertently blamed on the roofing system. These items need to be addressed by properly trained personnel to avoid damage to the roof system.
12. If any changes are to be made to the roof system such as but not limited to equipment changes, additions or removal, modifications to the roof systems, etc., contact MuleHide for prior approval. Work directly related to the roof system must be completed by a MuleHide Warranty Eligible Contractor.
13. If you have a leak, check for the obvious such as clogged drains, broken skylights, loose counterflashings, broken pipes, leaking HVAC units or damage caused by service personnel or storms. Note: When leaking occurs, items such as heavy or light rain, wind direction and speeds, temperature and time of day are all important clues for tracking suspected leaks. Does the leak start and stop with the rain, or, does leaking continue after rain has ceased?

If you believe that the leak may be covered under a MuleHide warranty, please notify MuleHide Warranty Claims with written notice in accordance with the warranty terms. For temporary repairs, only use products that are compatible with the roof system installed. Do not use any asphalt products on any single-ply roof system as use of such product may cause additional damage to the roof system. Please refer to the MuleHide Website (www.mulehide.com) for compatible products that may be used for temporary repairs on your roof system. Non-compatible products used that cause damage to the roof system will have to have that area removed and replaced at the Building Owner's expense. Compliance with the above items will aid in assuring a durable, watertight roof system.

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Beloit, WI 53512-1057

Phone: 800-786-1492

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