

MULE-HIDE PRODUCTS CO., INC.

20-YEAR SINGLE-PLY ROOF SYSTEM LIMITED MATERIAL WARRANTY FOR COMMERCIAL BUILDINGS

In consideration of the warranty fee paid by the above-named Building Owner ("Owner") and of the representations to Mule-Hide Products Co., Inc. ("Mule-Hide") made by the independent contractor hired by the Owner and registered with Mule-Hide as eligible to apply for warranties ("Eligible Contractor") that the Mule-Hide Roofing System ("System") has been constructed in accordance with Mule-Hide specifications, Mule-Hide warrants to the above-named Owner that, subject to the terms, conditions and limitations outlined herein, Mule-Hide will repair or replace as solely determined by MH any area of the Mule-Hide System installed at the above named location, which develops leaks due to manufacturing defect or the action of moisture, oxygen, ozone and ultraviolet light modified by time and temperature ("Weathering") for the warranty period indicated above. Care must be taken in determining compatible environmental conditions for installation (see the following paragraph and Mule-Hide's published specifications). This limited warranty applies to the Mule-Hide System only, and does not apply to workmanship, other materials or any other items. "System" for purposes of this warranty is defined as the following Mule-Hide brand materials: Membranes (min 60 mil thick single-ply), Membrane Flashings, Adhesives and Sealants, Insulation, Fasteners, Fastening Plates, Fastening/Termination Bar, Metal Edging/Coping, any other Mule-Hide brand product or other product supplied or approved by Mule-Hide utilized in this installation and excludes the roof deck, wood nailers, pre-existing roof system to which the new system is applied, support system, metal flashings(non-Mule-Hide supplied) and any components of the roofing assembly not supplied or approved by Mule-Hide. The watertight integrity of walls, parapet walls and other adjacent structures is not covered. The paint finish on any Mule-Hide labeled metal products that is part of the System is not covered by this Warranty. This warranty does not cover the appearance, cleanliness or discoloration of the Membrane for any reason.

Mule-Hide assumes no liability for any failure of the Membrane resulting from: (1) Any natural cause, including but not limited to lighting, peak gust wind speeds in excess of 55 mph, hurricane, tornado, hail, the infestation or presence of plant, mold, fungi, bacteria, insects or animals, earthquake, or any debris resulting from any of the foregoing; (2) Any act of negligence, accident, misuse or abuse, by Buyer, the installer, or any other person, including but not limited to vandalism, fire, falling object, civil disobedience, act of war or any 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, fats, oils, most hydrocarbons, absorbent, clay or plasticizer; (4) Any failure, settlement or movement of the roof structure, roof deck or substrate; (5) Lack of drainage for any reason, including, but not limited to, any condition caused by inadequate or improper roof pitch or drains, condensation from machinery, or deflection in the roof surface; (6) Improper installation; (7) Use in an incompatible environment as indicated in the preceding paragraph; and (8) Failure to maintain the System in accordance with Mule-Hide's published Building Owner's Care and Maintenance Guidelines, which includes but is not limited to, addressing leaks or other adverse conditions in a timely fashion.

To request performance of Mule-Hide's obligations under this Warranty, Buyer must, within thirty (30) days of discovery of a purported leak that would be covered by this warranty, send written notification of such leak at its own expense by certified mail to: Mule-Hide Products Co., Inc. Attn: Warranty Department, P.O. Box 1057, Beloit, WI 53512-1057. This notice must include a general description of the purported leak. Failure to notify the Mule-Hide in this manner shall be deemed a waiver of any claim for the purported leak. Within thirty (30) days after written notice of the alleged leak has been received by Mule-Hide, its representative will investigate the claim. Such investigation may include an inspection of the roof and/or the securing of adequate samples of the Membrane from the structure to which it is affixed for testing by Mule-Hide as part of its claims investigation. Failure to be permitted such investigation constitutes a waiver of the claim. Upon being permitted such opportunity to investigate, Mule-Hide will then promptly perform any obligation imposed by this Warranty as a result of such investigation. Owner is solely responsible to provide access to the roof.

If, upon inspection by Mule-Hide, the roof system exhibits leaks because of manufacturing defects or Weathering within the warranty period stated herein, Mule-Hide's liability and Buyer's sole and exclusive remedy shall be the repair or replacement of the Mule-Hide materials sufficient to address the leaks. **Mule-Hide's maximum liability under this Warranty will not exceed the original purchase price of the Mule-Hide System materials.** Should the investigation determine the leaks are caused by something other than manufacturing defects or Weathering, the costs of the investigation shall be paid by the building owner. By accepting this warranty, Owner agrees to arrange for removal of water, snow, ice, equipment, any paving or overburden at Owner's expense to allow for investigation or repairs to be made. This warranty may be transferred one time provided the original owner follows the Mule-Hide Warranty Transfer procedure. Contact Mule-Hide Technical Department at 1-800-786-1492 for a copy of the procedure.

MULE-HIDE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, SUCH AS DAMAGES TO THE STRUCTURE TO WHICH THE MEMBRANE IS AFFIXED, ITS CONTENTS OR FIXTURES; NOR WILL MULE-HIDE BE LIABLE FOR ANY DAMAGES, INCLUDING DAMAGES FOR PERSONAL INJURY, WHICH ARE BASED ON NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OTHER THAN THE LIABILITY EXPLICITLY SET FORTH IN THIS WARRANTY. INDIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF MULE-HIDE IS ADVISED OF THE POSSIBILITY OF THE SAME AND EVEN IF THE RE-SUPPLY REMEDY PROVIDED FOR HEREIN FAILS OF ITS PURPOSE. MULE-HIDE WILL NOT BE LIABLE FOR ANY ACTIONS OR EXPENDITURES THAT ARE INCURRED PRIOR TO WRITTEN ACKNOWLEDGMENT OF MULE-HIDE'S RESPONSIBILITY RELATING TO THE REMEDY PROVIDED FOR HEREIN.

MULE-HIDE DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED OR APPROVED. MULE-HIDE 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 OR APPROVED BY MULE-HIDE OR THE EXISTING ROOFING MATERIAL OVER WHICH THE MULE-HIDE ROOFING SYSTEM HAS BEEN INSTALLED. MULE-HIDE DOES NOT EVALUATE THE ARCHITECTURE OR ENGINEERING USED IN THE DESIGN OF A ROOF OR THE SELECTION OF A ROOF SYSTEM. OWNER'S REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR CLAIMS AND DAMAGES ARISING FROM FAILURE OF THE SYSTEM. MULE-HIDE MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE FACE HEREOF. MULE-HIDE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MULE-HIDE BE LIABLE FOR LOSS OR DAMAGE CAUSED OR CONTRIBUTED TO BY MULE-HIDE'S APPROVAL OF THE CONTRACTOR OR INSPECTION OF, OR FAILURE TO INSPECT, THE BUILDING ROOF. THIS LIMITED WARRANTY IS WILL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST MULE-HIDE. MULE-HIDE WILL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, CONTRACT, TORT, PRODUCTS LIABILITY OR ANY OTHER THEORY OTHER THAN THE GROUNDS FOR LIABILITY EXPRESSLY PROVIDED HEREIN. IN THE EVENT OF ANY ARBITRATION OR LITIGATION REGARDING THIS WARRANTY OR ITS SUBJECT MATTER, IF MULE-HIDE IS THE PREVAILING PARTY, OWNER WILL REIMBURSE MULE-HIDE FOR ALL OF MULE-HIDE'S DISPUTE RESOLUTION COSTS, INCLUDING ATTORNEY'S FEES. FOR PURPOSES OF THIS WARRANTY, MULE-HIDE WILL BE DEEMED THE PREVAILING PARTY IF THE OWNER RECOVERS NOTHING OR A SUM LESS THAN WAS OFFERED IN SETTLEMENT.

Building Owner's Roof Care and Maintenance Guidelines ver. 2.01

Thank you for choosing a Mule-Hide Roofing System! Following are guidelines on how to care for your roof 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 the roof.

Mule-Hide strongly recommends the Building Owner institutes an annual maintenance 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. Your 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 Mule-Hide Warranty Eligible Applicator or by 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 (acids, chemicals, solvents, greases, oils, or any liquids containing petroleum products) off the membrane to avoid degradation. If swelling occurs, contact Mule-Hide immediately.
3. Do not exhaust kitchen wastes (vegetable oils) or other animal fats directly onto the roof surface. If incidental contact is likely, contact Mule-Hide for recommendations on preventative measures.
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. See Mule-Hide's Care and Maintenance Overview for specific cleaning instructions.
5. Walkways must be provided if regular rooftop traffic is required, such as servicing of rooftop equipment. Exercise caution when not walking on walkways, especially on white membranes (White-on-Black EPDM, Elastomeric Acrylic Coatings, TPO and PVC) since ice or frost build-up may not be visible. All membranes are slippery when wet.
6. When it is necessary for workers to be on the roof to service rooftop equipment, e.g., HVAC units, antennas, etc., workers should be cautioned to use walkways and to exercise care with their tools and equipment to avoid puncturing the roofing membrane. Mule-Hide recommends 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 may be cleaned from the surface of the membrane by scrubbing with detergent and water, then rinsing with clean water. To maximize and maintain reflectivity, white membrane(s) should be cleaned once every two years.
8. Keep roof maintenance items, such as counterflashings, metal curbs, metal ducts, etc. sealed watertight at all times. All exposed mastics 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 pan 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 should be applied as directed by Mule-Hide.
10. Protective elastomeric coating systems will oxidize and weather, losing overall dry film thickness. This is normal and not a defect in the material. Warranties that include an elastomeric coating as a protective surfacing of a membrane may require periodic recoating at specified intervals to maintain the warranty coverage. The Building Owner is responsible for all costs to perform any specified recoating.
11. Examine all areas adjacent to the roof, parapet walls and adjoining structures. Damage to items such as masonry, failing mortar joints, loose or missing sealants, loose stone or tiles, loose and 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 roofing system (HVAC equipment, TV antennas, tie-ins to new roofing systems, etc), contact Mule-Hide for prior approval. Work directly related to the roofing system must be accomplished by a Mule-Hide Warranty Eligible Contractor.
13. If you have a leak, check for the obvious such as clogged roof drains, broken skylights, loose counterflashings, broken water pipes, leaking roof units, and storm damage. Note when the leaking occurs. Items such as heavy or light rain, wind direction, temperature and time of day are important clues for tracking suspected leaks. Does the leak start and stop with the rain, or does leaking continue after the rain has ceased?

If you believe that the leak is covered under the Mule-Hide warranty, please notify Mule-Hide's Warranty Department at (800) 786-1492 as soon as possible, and follow up with written notification in accordance with the warranty terms. Leaks resulting from the deterioration or failure of building components or physical damage are not covered by the Warranty. The building owner must pay the investigation and repair cost if the problem is found to be outside the scope of the Warranty.

For temporary repairs in the Mule-Hide membrane, use a one-part urethane sealant and contact Mule-Hide. **Do not use any Asphalt Product** to make repairs on any single-ply roof as it **WILL** degrade the membrane. If any asphalt product is used on a single-ply roofing membrane, that area will have to be removed and replaced at the Owner's expense.

The preceding **information for care and maintenance for Mule-Hide roofs** is not meant to be exhaustive and is for illustrative purposes only. Please refer to Mule-Hide's **Care and Maintenance Overview** literature on the Mule-Hide website(www.mulehide.com) for more information. Compliance with the above items will aid in assuring a durable, watertight roofing system.

Mule-Hide Products Co., Inc.

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