

ROOFING MEMBRANE LIMITED WARRANTY

SERIAL#:

SQUARE FOOTAGE:

BUILDING OWNER:

BUILDING ADDRESS:

EFFECTIVE DATE:

EXPIRATION DATE:

MULE-HIDE PRODUCTS CO., INC. ("Seller") warrants to the above named Building Owner ("Buyer"), installed at the above named location, that its roofing membrane ("Membrane") 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 becomes incapable of maintaining a watertight condition for the warranty period indicated above as a single-ply roofing membrane and that the Membrane is manufactured in accordance with the manufacturer's specifications. This Warranty does not cover the appearance, cleanliness or discoloration of the Membrane for any reason.

Though the Membrane is quite inert and will resist weathering well, it will not withstand the actions of many materials. By way of illustration (but not limited to) such materials include strong acids, fats, oils, grease and most hydrocarbons. Care must be taken in determining compatible environmental conditions for installation.

Seller assumes no liability for any failure of the membrane resulting from: (1) Acts of God, including without limitation floods, lightning, hurricanes, winds (whether gusts or sustained), earthquakes, earth tremors, tornados, gales, hail, fire, the infestation or presence of plant, mold, fungi, bacteria and insects or animals of any origin or cause or any debris resulting from the foregoing; (2) Installation; (3) 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; (4) 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 plasticize; (5) Any failure, deterioration, settlement or movement of the roof structure, roof deck, substrate or building components (including but not limited to HVACs); (6) Defects in the building or roof design; (7) Lack of drainage 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; and (8) Use in an incompatible environment as indicated in the preceding paragraph.

To require a performance of Seller's obligations under this Warranty, Buyer must, within thirty (30) days of discovery of the purported defect or deterioration to which the claim relates, send written notification of such defect 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 defect or premature deterioration. Failure to notify the Seller in this manner shall be deemed a waiver of any purported defect or premature deterioration. Within thirty (30) days after written notice of the alleged defect has been received by Seller, its representative will investigate the claim. Seller shall be entitled to inspect the roof before incurring any obligation hereunder. It shall be the responsibility of the building owner to provide safe access to the roof. An inspection fee (in accordance with Seller's standard charges) shall be paid by Buyer to Seller prior to inspection (the "Inspection Fee"). In the event the cause of the leak is not covered by the Warranty, Seller will retain the Inspection Fee. Such investigation may include the securing of adequate samples of the Membrane from the structure to which it is affixed for testing by Seller as part of its claims investigation. Failure to be permitted such investigation constitutes a waiver of the purported defect or premature deterioration.

Upon being permitted such opportunity to investigate, Seller will then promptly perform any obligation imposed by this Warranty as a result of such investigation.

If upon inspection by the Seller, the Membrane shows premature deterioration because of weathering within the warranty period stated herein, Seller's liability and Buyer's sole and exclusive remedy shall be limited at Seller's option to the supply of repair material sufficient to replace the affected area of Membrane or credit to be applied towards the purchase of a new Membrane, the value of these remedies being determined by the seller based upon the number of remaining months of the unexpired warranty used to pro-rate at current prices for the Membrane. The maximum pro-rated value allowed by Seller for repair or credit shall not exceed the original Membrane purchase price. This limited warranty does not apply to labor, other materials or any other items.

BUYER'S REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR CLAIMS AND DAMAGES ARISING FROM FAILURE OF THE MEMBRANE. SELLER MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE FACE HEREOF. SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER 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 INCIDENTAL OR CONSEQUENTIAL 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, EVEN IF THE WARRANTY PROVIDED HEREIN FAILS OF ITS PURPOSE; AND (II) FOR LOSS OR DAMAGE CAUSED OR CONTRIBUTED TO BY SELLER'S APPROVAL OF THE CONTRACTOR OR INSPECTION OF, OR FAILURE TO INSPECT, THE BUILDING ROOF. IN THE EVENT OF ANY ARBITRATION OR LITIGATION REGARDING THIS WARRANTY OR ITS SUBJECT MATTER, IF SELLER IS THE PREVAILING PARTY, BUYER SHALL REIMBURSE SELLER FOR ALL OF SELLER'S DISPUTE RESOLUTION COSTS, INCLUDING ATTORNEY'S FEES. FOR PURPOSES OF THIS WARRANTY, SELLER WILL BE DEEMED THE PREVAILING PARTY IF THE BUYER RECOVERS NOTHING OR A SUM LESS THAN WAS OFFERED IN SETTLEMENT. THIS WARRANTY TAKES PRECEDENCE OVER ANY OTHER DOCUMENTS OR REPRESENTATIONS (WHETHER ORAL OR WRITTEN AND BY WHOMEVER MADE) WHICH CONFLICT WITH THIS WARRANTY.

Seller shall not be liable for any incidental, consequential or other damages such as damages to the structure to which the Membrane is affixed or its contents; and any resulting damage or condition, including but not limited to, mold, fungi or bacteria, nor shall Seller 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. Incidental and consequential damages shall not be recoverable even if the re-supply remedy provided for herein falls of its purpose.

Seller will not be liable for any actions or expenditures which are incurred prior to written acknowledgment of Seller's responsibility relating to the re-supply remedy provided for herein. This warranty is not binding upon Seller unless executed by an executive officer of Seller or a duly authorized employee of Seller's Warranty Department. No representative or employee of Seller, or any other party, may alter this Warranty without the prior written consent of an executive officer of Seller or a duly authorized employee of Seller's Warranty Department. This Warranty constitutes the entire understanding of the parties with respect to the subject matter contained herein, and revokes and supersedes all prior agreements, whether written or oral, between the parties. 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.

MULE-HIDE PRODUCTS CO., INC.

Frank Kuhn

Senior Technical Service Administrator

By: _____

Its: _____

Date of Issuance: _____

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.
P.O. Box 1057 Beloit, WI 53512-1057 Phone:
800-786-1492 Fax: 888-218-7838
www.mulehide.com