

MULE-HIDE PRODUCTS CO., INC.  
MODIFIED BITUMEN ROOF NDL SYSTEM WARRANTY FOR COMMERCIAL BUILDINGS VER. 2.50

Serial No.:

Building Owner:

Building Address:

Effective Date:

Expiration Date:

In consideration of the warranty fee paid by the above-named Building Owner ("Owner") and the representations to Mule-Hide Products Co., Inc. ("Mule-Hide") 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 Modified Bitumen Roof System ("System") has been constructed in accordance with Mule-Hide specifications, Mule-Hide warrants to Owner, subject to the following Terms, Conditions and Limitations, that Mule-Hide will be responsible for the repair of leaks in the System installed on the Building for the warranty period indicated above, however, that the System must have been installed by Eligible Contractor using Mule-Hide products and/or other materials supplied or approved in writing by Mule-Hide. "System" for purposes of this Warranty is defined as the following Mule-Hide brand materials: Modified Bitumen Cap Sheets, Base Sheets, Modified Bitumen 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 in writing 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 or covers, support system, metal flashings (non-Mule-Hide supplied) and any components of the roofing assembly not supplied or approved in writing 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 product that is part of the System is not covered by this Warranty; Metal finish warranties can be found at [www.mulehide.com](http://www.mulehide.com) or by contacting Mule-Hide directly. There is no dollar limitation ("NDL") on covered repairs. Any dispute, controversy or claim between Owner and Mule-Hide arising out of or related to this Warranty or the Building will be settled by final and binding arbitration in accordance with the rules of the American Arbitration Association for the Construction Industry. By accepting this Warranty, Owner represents that the Building is a commercial structure and is not used for owner's personal or household purposes. In consideration of the protection afforded by this Warranty, Owner accepts the following Terms, Conditions and Limitations:

1. Within ten (10) days after Owner or any of its agents discovers (or a reasonable person in Owner's or agent's position would have discovered) any leak, Owner must give written notice (the "Notice") to Mule-Hide (notice to the contractor is not notice to Mule-Hide) of the existence of each leak in the System or Mule-Hide will have no responsibility for the repairs.
2. Mule-Hide will have the right to inspect the System after receiving the Notice to determine the cause(s) of the leak before incurring any obligation hereunder. A reinspection fee and associated expenses (in accordance with Mule-Hide's standard charges) must be paid by Owner to Mule-Hide in the event the cause of the leak is not covered by the Warranty. If, upon Mule-Hide's inspection, Mule-Hide determines that the leaks in the system are caused by defects in Mule-Hide's materials or workmanship of the Contractor, Owner's remedies and Mule-Hide's liability will be limited to Mule-Hide's replacement or repair of the portion of the System determined to be leaking using methods determined to be suitable at Mule-Hide's discretion. In no event will Mule-Hide be obligated to perform additional services (e.g. roof drains, equipment relocation, old roof removal, etc.) or provide materials beyond the scope of the Owner's original contract with Contractor.
3. 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.
4. If the System is damaged by any of the following causes, this Warranty will not apply to such damages:
  - (a) Any natural cause, including but not limited to lightning, peak gust wind speeds in excess of 55 mph, hurricane, tornado, hail, the infestation or presence of plant, mold, fungi, bacteria, insects or an animal, or earthquake, or any debris resulting from any of these causes.
  - (b) Act of negligence, accident, misuse or abuse, including but not limited to vandalism, fire, falling object, civil disobedience, or act of war.
  - (c) The use in the System of metal work, coping, counter-flashing, rain-carrying components or other material not furnished or otherwise approved in writing by Mule-Hide.
  - (d) Environmental fallout, chemical attack, use of products or materials incompatible with the System 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.
  - (e) Negligence of a contractor who is not the Eligible Contractor, or failure of the material or the workmanship provided by such a contractor.
  - (f) Interior condensation and any resulting damage or condition, including but not limited to, mold, fungi or bacteria.
  - (g) The infiltration of moisture in, through or around the building through any mechanism other than through the System, including but not limited to, any structural defect, wall, or other Building structure, or anything that penetrates the System, including but not limited to any vent, coping or rooftop equipment and any resulting damage or condition, including but not limited to, mold, fungi or bacteria.
  - (h) Any deterioration, failure, settlement or movement of building components, including but not limited to the roof structure, roof substrate (pre-existing roof system or retained components), roof deck, wood nailers, walls, mortar, HVAC units, skylights, etc. or the expansion or contraction of any counterflashing or metal work.
  - (i) Defects in the building, pre-existing conditions or roof design, including but not limited to any conditions that prevent positive drainage or result in ponding water.
  - (j) Significant change in building use or purpose.
5. Mule-Hide may, in its discretion, suspend or cancel this warranty if the roof is damaged by any cause listed above as an exclusion from coverage that may affect the integrity of watertightness of the roof.
6. Occurrence of any of the following shall cancel Mule-Hide's obligations under this Warranty:
  - (a) Alteration or repair made on or through the roof without prior written authorization from Mule-Hide.
  - (b) Placement upon or attachment to the roof of any object (including but not limited to any structure, fixture or utility) without prior written authorization from Mule-Hide.
  - (c) Owner's or the Building occupant's failure to use reasonable care in maintaining the roof including, but not limited to, items listed on the reverse side of this document titled "Building Owner's Roof Care and Maintenance Guidelines".
  - (d) Internal positive pressure condition which causes or contributes to a partial or total failure of the roof.
  - (e) Owner's sale of the Building or purported assignment of this Warranty.
  - (f) Owner's failure to comply with every Term, Condition and Limitation in this Warranty.
7. Mule-Hide, its agents, employees and contractors shall be provided safe, unrestricted access to the roof during regular business hours. 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. The Owner is responsible to provide access to the roof.
8. All bills for installation, supplies and services shall have been paid in full to Eligible Contractor and all material suppliers before Mule-Hide incurs any obligation or liability under this Warranty. It is the Owner's sole responsibility to confirm that payment has been made to Eligible Contractor and all material suppliers.
9. The failure of Mule-Hide at any time to assert or enforce any Term, Condition and Limitation shall not be construed to be a waiver thereof, or of any other Term, Condition or Limitation. Unless otherwise agreed in advance and in writing, any inspections made by Mule-Hide are limited to a surface inspection only. All inspections are for Mule-Hide's sole benefit, and do not constitute a waiver of any terms and conditions herein.
10. Any and all other express warranties are superseded hereby and this Warranty is in lieu thereof.
11. Owner acknowledges that the Eligible Contractor is not an agent or other legal representative of Mule-Hide. Mule-Hide is not liable for any promise, representation or other responsibility of Eligible Contractor or any other party. This warranty is not binding upon Mule-Hide unless executed by an executive officer of Mule-Hide or a duly authorized employee of Mule-Hide's Warranty Department. No representative or employee of Mule-Hide, or any other party, may alter this Warranty without the prior written consent of an executive officer of Mule-Hide. 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 whomsoever made) that may conflict with this Warranty.
12. The predominant factor in the construction and performance of the System is the design and construction services of the contractor and not the sale of goods. In addition, Owner acknowledges that Owner had a duty hereunder to exercise reasonable care in the selection of a contractor.
13. Mule-Hide is not liable for the cleanliness or discoloration of the System caused by environmental conditions including but not limited to dirt, pollutants or any biological agent or for color variations in product lines.

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. THIS WARRANTY TAKES PRECEDENCE OVER ANY OTHER DOCUMENTS OR REPRESENTATIONS (WHETHER ORAL OR WRITTEN AND BY WHOMEVER MADE WHICH CONFLICT WITH THIS WARRANTY.

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 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.

MULE-HIDE PRODUCTS CO., INC.

By: Frank Kuhn Its: Senior Technical Service Administrator

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](http://www.mulehide.com)) for more information. Compliance with the above items will aid in assuring a durable, watertight roofing system.

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