

Mule-Hide Products Co., Inc. Self-Adhering Mod Bit Roofing Material Warranty

MULE-HIDE PRODUCTS CO., INC. ("Seller") warrants to the above named Building Owner ("Buyer"), installed at the above named location, that its SELF-ADHERING MOD BIT cap sheet 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 a period of _____ years from the date of its original purchase as a roofing membrane and that the Membrane is manufactured in accordance with the manufacturer's specifications.

If upon inspection by the Seller, the Membrane shows premature deterioration to the point of causing leaks because of manufacturing defect or premature 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 providing new Mule-Hide labeled materials and reasonable labor costs for the repair of the affected area of Membrane and excluding accessories and other products not manufactured or labeled by Seller.

This material warranty does not apply to workmanship, other materials or any other items.

Though SELF-ADHERING MOD BIT cap sheet roofing 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 incompatible 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) 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, absorbent, clay or plasticizer; (4) Any failure, settlement or movement of the roof structure, roof deck or substrate; (5) 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; (6) Improper installation; and (7) Use in an incompatible environment as indicated in the preceding paragraph.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR LIMITS SUCH WARRANTY TO THE EXPRESS WARRANTY STATED HEREIN. THE WARRANTY DESCRIBED HEREIN IS BUYER'S EXCLUSIVE WARRANTY FROM SELLER AND REPRESENTS THE EXCLUSIVE REMEDY AVAILABLE TO ANY BUYER OF THE MEMBRANE. SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND OTHER THAN THAT STATED HEREIN. THIS WARRANTY MAY BE MODIFIED ONLY BY SOME OTHER WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER AND NO OTHER ENTITY IS AUTHORIZED TO ALTER 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; nor shall Seller be liable for any damages, including damages for personal injury, which are based on negligence, any resulting damage or condition, including but not limited to, mold, fungi or bacteria, 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 fails of its purpose. 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.

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 Seller has received written notice of the alleged defect, its representative will investigate the claim. Such investigation must include the securement 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.

Seller will not be liable for any actions or expenditures, which are incurred prior to written acknowledgment of Seller's responsibility relating to the remedy provided for herein.