

Mule-Hide Products Co., Inc. Coatings System Warranty for Metal Roofs

In consideration of the warranty fee paid by the above-named Building Owner (Owner), Mule-Hide Products Co., Inc. (Mule-Hide) warrants to Owner, subject to the Terms, Conditions and Limitations, that Mule-Hide will repair any leak in the Mule-Hide Roof Coatings System (System) installed by a Mule-Hide Warranty Eligible Applicator for a period of ___ years commencing with the date of Mule-Hide's acceptance of the installation. The watertight integrity of walls, parapet walls, vents, rooftop equipment and adjacent structures is not covered.

TERMS, CONDITIONS and LIMITATIONS

Owner shall provide Mule-Hide and the Applicator with written notice within ten (10) days of the discovery of a leak in the System. Owner shall send written notice of a leak to: Mule-Hide Warranty Department, P.O. Box 1057, Beloit, WI 53512-1057. Mule-Hide or its designee shall have the right to inspect the system to determine the cause(s) of the leak before incurring any obligation hereunder. A reinspection fee shall be paid by the Owner to Mule-Hide in the event the cause of the leak is not covered by the Warranty.

If, upon inspection, Mule-Hide determines that the leak in the system is caused by defects in the Mule-Hide materials or workmanship of the Mule-Hide Eligible Applicator in installing same, Owner's remedies and Mule-Hide's liability shall be limited to Mule-Hide's repair of the leak. This Warranty shall not be applicable if, upon Mule-Hide's inspection, Mule-Hide determines that any of the following has occurred:

1. The System is damaged by acts of negligence, accident, misuse or abuse, including but not limited to vandalism, fire, falling objects, civil disobedience, or act of war.
2. Damage by any natural cause, including but not limited to the infestation or presence of plant, mold, fungi, bacteria, insects or animals, lightning, hurricane, tornado, earthquake, hail or any debris resulting from these causes.
3. Damage by environmental fall out, chemical attack from within or outside the Building of any commercial or industrial solvent, acids, caustic fluid, petroleum product, wax, grease, absorbent clay or plasticizer.
4. Deterioration or failure of building components such as, but not limited to, walls, roof substrate (deck), HVAC units, etc. and any resulting damage or condition, including but not limited to, mold, fungi or bacteria or materials not furnished by Mule-Hide.

Occurrence of any of the following shall render this Warranty null and void:

1. Alterations or repairs made on or through the roof or placement upon or attachment to the roof of any object including, but not limited to, any structure, fixture or utility without written authorization from Mule-Hide.
2. Owner's or the Building occupant's failure to use reasonable care in maintaining the roof and Building.
3. Any leak or damage to the Mule-Hide Roof Coatings System which occurs in any area of the roof where water stands or ponds for a period longer than 48 hours.

During the term of this Warranty, Mule-Hide shall have free and unrestricted access to the roof during regular business hours. Mule-Hide shall have no obligation under this Warranty until all bills for installation, supplies, service, and warranty charges have been paid in full to the Mule-Hide Warranty Eligible Applicator, Mule-Hide and other material suppliers. Mule-Hide's failure at any time to assert or enforce any of the Terms, Conditions and Limitations stated herein shall not be construed to be a waiver of such provision. Mule-Hide 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 Mule-Hide.

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. EXCEPT AS PROVIDED HEREIN, MULE-HIDE 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 AND (II) 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, NOR SHALL MULE-HIDE 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 REMEDY PROVIDED FOR HEREIN FAILS OF ITS PURPOSE. IN THE EVENT OF ANY ARBITRATION OR LITIGATION REGARDING THIS WARRANTY OR ITS SUBJECT MATTER, IF MULE-HIDE IS THE PREVAILING PARTY, OWNER SHALL 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.