

Mule-Hide Products Co., Inc. Roofing Membrane Limited Warranty

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 a period of ____ years from the date of its original purchase as a single-ply roofing membrane and that the Membrane is manufactured in accordance with the manufacturer's specifications.

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, 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; (2) Installation; and (3) Use in an incompatible environment as indicated in the preceding paragraph.

This limited warranty does not apply to labor, other materials or any other items.

OWNER'S REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR CLAIMS AND DAMAGES ARISING FROM FAILURE OF THE MEMBRANE. 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. 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.

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.

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 fails of its purpose.

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. Such investigation must 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.

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.