

MULE-HIDE PRODUCTS CO., INC.

10 YEAR SHUR-GARD UNDERLAYMENT LIMITED LABOR AND MATERIAL WARRANTY ver. 2.0

WARRANTY NUMBER:

SQUARE FOOTAGE:

BUILDING OWNER:

BUILDING ADDRESS:

SAMPLE

EFFECTIVE DATE:

EXPIRATION DATE:

MULE-HIDE PRODUCTS CO., INC. ("Mule-Hide") warrants to the above-named Building Owner ("Buyer") that, subject to the terms, conditions and limitations outline herein, the Shur-Gard Underlayments to be free of manufacturing defects significant enough to impair the water-tightness of the underlayment for the period of 10 years from the date of original installation of the underlayment. Mule-Hide will provide replacement underlayment materials sufficient, in its sole discretion, to replace any area of the Shur-Gard underlayment installed at the above named location, which loses water-tightness as a direct result of manufacturing defects for the warranty period. "Underlayment" for the purposes of this Warranty is defined as the following products: Shur-Gard MU FORCE HT, Shur-Gard MU Ultra HT, Shur-Gard TU FORCE HT or Shur-Gard TU ULTRA HT. Care must be taken in determining compatible environmental conditions for installation (see the following paragraph and Mule-Hide's published product data sheets). This limited warranty applies to the Underlayment only, and does not apply to workmanship, other materials or any other items. This warranty does not cover the appearance, cleanliness or discoloration of the Underlayment for any reason.

Mule-Hide assumes no liability for any failure of or damage to the Underlayment resulting from: (1) 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 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, fats, oils, most hydrocarbons, absorbent, clay or plasticizer; (4) Any failure, cracking, settlement or movement of the roof structure, roof deck or substrate; (5) Lack of drainage or ponding of water for any reason, 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; (7) Use in an incompatible environment as indicated in the preceding paragraph or use with incompatible or improperly installed products or materials; (8) Foot traffic; and (9) Failure to maintain the Underlayment in accordance with Mule-Hide's published Owner's Care and Maintenance Guidelines, which includes but is not limited to, addressing leaks or other adverse conditions in a timely fashion. This warranty is eligible to be assigned one time to a successive building owner provided the original Owner notifies Mule-Hide in writing (30 days prior to building sale) of new owner's name and contact information. This transfer is subject to Mule-Hide's current transfer policies and fees current at the time of the request.

To request performance of Mule-Hide's obligations under this Warranty, Owner must, within thirty (30) days of the earlier of (i) the actual discovery or (ii) the date on which the Owner/Owner's representative should reasonably have been aware of a purported defect that would be covered by this warranty, send written notification of such defect at its own expense by certified mail to: Mule-Hide Warranty Claims, P.O. Box 1057, Beloit, WI 53512-1057. This notice must include a general description of the purported defect. Failure to notify Mule-Hide Warranty Claims in this manner (notice to the contractor, a re-seller, or Mule-Hide Sales Representative is not notice to Mule-Hide Warranty Claims) shall be deemed a waiver of any claim for the purported defect. Within thirty (30) days after written notice of the alleged defect has been received by Mule-Hide, its representative will investigate the claim. Such investigation may include an inspection of the roof and/or the securing of adequate samples of the Underlayment from the structure to which it is affixed for testing by Mule-Hide as part of its claims investigation. Failure to be permitted such investigation constitutes a waiver of the claim. Upon being permitted such opportunity to investigate, Mule-Hide will then promptly perform any obligation imposed by this Warranty as a result of such investigation. Owner is solely responsible to provide safe access to the roof. Mule-Hide's good-faith determination of the source of leakage, damage, or alleged defect shall be exclusive and binding on Owner.

If, upon inspection by the Mule-Hide, the Underlayment exhibits manufacturing defects significant enough to impair the water-tightness of the underlayment within the warranty period, Mule-Hide's liability and Owner's sole and exclusive remedy shall be Mule-Hide's option to repair or replace the affected area of underlayment including the associated labor to complete the repair. Mule-Hide's maximum liability under this Warranty will not exceed the original purchase price of the Shur-Gard Underlayment material, excluding all installation related labor costs, costs of flashings, metal work, or other materials. This sum shall be pro-rated at year Two (2) of its term, reduced by 1/10th each calendar year remaining in the warranty period and further reduced by all costs previously incurred by Mule-Hide for repair or replacement of any Shur-Gard materials under this warranty. Should the investigation determine the leaks are caused by something other than manufacturing defects the costs of the investigation shall be paid by the Owner. By accepting this warranty, Owner agrees to arrange for removal of water, snow, ice, equipment, existing materials or roof coverings, any paving or overburden, at Owner's expense, sufficient to allow for investigation or repairs to be made. This warranty does not include the cost of labor to obtain samples, repair or replace the overburden, or roof coverings/system installed over the Shur-Gard Underlayment. Mule-Hide reserves the right to discontinue or modify any of its products and shall not be liable to Owner as a result of any such discontinuance or modification.

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.

MULE-HIDE DOES NOT EVALUATE THE ARCHITECTURE OR ENGINEERING USED IN THE DESIGN OF A ROOF OR THE SELECTION OF A ROOF SYSTEM, ASSUMES NO LIABILITY NOR IMPLIES TO THE SUITABILITY OF THE PRODUCTS FOR ANY PARTICULAR ASSEMBLY OR SPECIFIC BUILDING OPERATION OR STRUCTURE. THE OWNER, DESIGN PROFESSIONAL, ARCHITECT, CONSULTANT OR ENGINEER IS SOLELY RESPONSIBLE FOR THE ASSEMBLY CHOSEN FOR A PARTICULAR BUILDING STRUCTURE TO INCLUDE THE RESPONSIBILITY TO PROPERLY CALCULATE WIND UPLIFT VALUES, DESIGN DEAD LOADS AND LIVE LOADS, LOCAL CODE COMPLIANCE, AND SUITABILITY AND CONDITION OF THE BUILDING ENVELOPE SUBSTRATE, DECKING, PARAPETS, DRAINAGE, SLOPE, AND OTHER ATTRIBUTES PERTAINING TO THE PERFORMANCE OF THE UNDERLAYMENTS. OWNER'S REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR CLAIMS AND DAMAGES ARISING FROM FAILURE OF THE MATERIAL. MULE-HIDE MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE FACE HEREOF. MULE-HIDE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. 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 INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY 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 ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REMEDY PROVIDED FOR HEREIN FAILS OF ITS PURPOSE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO LIMITATIONS OR EXCLUSIONS CONTAINED ABOVE MAY NOT APPLY. MULE-HIDE'S FAILURE AT ANY TIME TO ENFORCE ANY OF THE TERMS AND CONDITIONS OF THIS WARRANTY SHALL NOT BE CONSTRUED AS A WAIVER OF SUCH PROVISIONS. 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.

MULE-HIDE PRODUCTS CO., INC.

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By: SAMPLE Its: _____ Date of Issuance: _____

Owner's Roof Care and Maintenance Guidelines for Shur-Gard Underlayment ver.3

Following are guidelines on how to care for your roofing system 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 their roofing system. Mule-Hide strongly recommends the Building Owner institutes a maintenance program including annual rooftop inspection and a log including any roof-top activities that take place while the building is occupied. Visual inspections of the roof system are recommended twice a year (once in the spring and once in the fall) and after every major storm including but not limited to: hail, strong winds, hurricanes, blizzards, ice storms, etc.

It is also recommended that a general file of records also be maintained related to all roof and roof-top associated activities. Such file should contain the original warranty, invoices related to the original roof installation, repair invoices, a log of roof inspections and any roof-top activities such as service to roof top mechanical equipment. Mule-Hide recommends the Owner institute a roof log for all parties accessing the roof, regardless of who or the purpose, that they are required to sign. This protects the owner from: 1) unwanted roof traffic and 2) any damage caused can, many times, be traced back to the responsible party.

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, such as; leaves, branches, dirt, rocks, bottles, trash, etc., that has accumulated, especially at areas such as drains, gutters, downspouts and scuppers 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. 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 roofing surfaces since ice or frost build-up may not be visible. All membranes and coatings are slippery when wet.
5. 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 system.
6. Handprints, footprints, general traffic grime, industrial pollutants and environmental dirt may be cleaned from the roof surface by scrubbing with detergent and water, then rinsing with clean water. To maximize and maintain reflectivity, white surfaces should be cleaned once every two years.
7. 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.
8. 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.
9. Protective coating systems will oxidize and weather, losing overall dry film thickness. This is normal and not a defect in the material. Warranties that include a 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.
10. 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.
11. 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. Failure of the Owner to utilize a Mule-Hide Warranty Eligible Contractor will result in immediate termination of the warranty without further notification.
12. 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 to the roof covering. 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?

To request performance of Mule-Hide's obligations under a warranty, Owner must, within thirty (30) days of discovery of a purported defect that would be covered by this warranty, send written notification of such defect at its own expense by certified mail to: Mule-Hide Products Co., Inc. Attn: Warranty Claims, P.O. Box 1057, Beloit, WI 53512-1057. Failure to notify Mule-Hide Warranty Claims as set forth in the Warranty shall be deemed a waiver of any claim for the purported defect. Leaks resulting from the deterioration or failure of building components (such as the overlying roof cover) 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 to the Shur-Gard Underlayments, use Mule-Hide JTS-1 or a quality one-part urethane sealant and contact Mule-Hide. The preceding information for care and maintenance for Mule-Hide roofs is not meant to be exhaustive and is for illustrative purposes only. Compliance with the above items will aid in assuring a durable, watertight roofing system.

Mule-Hide Product Co., Inc.
P.O. Box 1057
Beloit, WI 53512-1057
Phone: 800-786-1492

SAMPLE