

**MULE-HIDE PRODUCTS CO., INC.**  
**ROOF COATINGS LIMITED MATERIAL WARRANTY FOR COMMERCIAL BUILDINGS** ver. 7.0

WARRANTY NUMBER:

SQUARE FOOTAGE:

BUILDING OWNER:

SAMPLE

BUILDING ADDRESS:

EFFECTIVE DATE:

EXPIRATION DATE:

MULE-HIDE PRODUCTS CO., INC. ("Mule-Hide") warrants to the above-named Building Owner ("Owner") that, subject to the terms, conditions and limitations outline herein, Mule-Hide will provide Mule-Hide Roof Coatings ("Coatings") sufficient to replace any area of the Coatings installed at the above named location, which develops leaks due to manufacturing defect or the action of moisture, oxygen, ozone and ultraviolet light modified by time and temperature ("Weathering") for the warranty period indicated above. Care must be taken in determining compatible environmental conditions for installation (see the following paragraph and Mule-Hide's published specification). This limited warranty applies to the Coatings only, and does not apply to workmanship, other materials or any other items. This warranty does not cover the appearance, cleanliness, discoloration or staining of the Coatings for any reason. In consideration of the protection afforded by this Warranty, Owner accepts the following Terms, Conditions and Limitations:

Mule-Hide assumes no liability for any failure of the Coatings resulting from: (1) Any natural cause, including but not limited to lighting, wind, 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 Owner, 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, settlement or movement of the roof structure, roof deck or substrate, including but not limited to the existing roof system; (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 or failure to install the Coatings and accessories in strict compliance with the Mule-Hide published specifications; (7) Condensation within or beneath the existing roof system; (8) Use in an incompatible environment as indicated in the preceding paragraph; and (9) Failure to maintain the Coatings in accordance with Mule-Hide's published Building Owner's Roof Care and Maintenance Guidelines, which includes but is not limited to, addressing leaks or other adverse conditions in a timely fashion.

To request performance of Mule-Hide's obligations under this Warranty, Owner must, within thirty (30) days of discovery of a purported leak that would be covered by this warranty, send written notification of such leak 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 leak. Failure to notify Mule-Hide in this manner shall be deemed a waiver of any claim for the purported leak. Within thirty (30) days after written notice of the alleged leak 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 Coatings 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 access to the roof.

If, upon inspection by Mule-Hide, the Coatings exhibits leaks because of manufacturing defect or Weathering within the warranty period stated herein, Mule-Hide's liability and Owner's sole and exclusive remedy shall be the supply of replacement coatings sufficient to replace the affected area. **Mule-Hide's maximum liability under this Warranty will not exceed the original purchase price of the Coatings.** Should the investigation determine the leaks are caused by something other than manufacturing defects or Weathering, 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, any paving or overburden at Owner's expense to allow for investigation or repairs to be made.

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 ROOF SYSTEM ASSEMBLY. 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, 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. 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.**

SAMPLE

PAGE 1 of 2

By: \_\_\_\_\_ Its: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

## Building Owner's Roof Care and Maintenance Guidelines ver.2.03

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 an annual inspection 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. The 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 Contractor or 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 (acid, 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 (such as but not limited to vegetable oils or animal fats) directly onto the roof surface.
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.
5. Walkways must be provided if regular rooftop traffic is required, such as routine servicing of rooftop equipment. Exercise caution when not walking on walkways, especially on white roofing surfaces as ice or frost build-up may not be visible. All membranes and coatings are slippery when wet.
6. When it is necessary for workers to be on the roof to service rooftop equipment, workers should be cautioned to use walkways (when provided) and to exercise care with their tools and equipment to avoid causing damage to the roof system that may result in leaks. It is recommended 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 and debris may be cleaned from the roof surface by scrubbing with detergent and water, followed by rinsing with clean water. To maximize and maintain reflectivity, it is suggested that white surfaces be cleaned once every two years.
8. Keep roof maintenance items, such as counterflashings, metal curbs, metal ductwork, etc., sealed watertight at all times. All exposed mastic 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 pans 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 may be applied as directed by Mule-Hide.
10. Protective coating systems may oxidize and weather, losing overall dry film thickness. This is normal and not a defect in the material.
11. When performing inspections, examine all areas adjacent to the roof, parapet walls and adjoin structures. Damage to items such as masonry, failing mortar joints, loose or missing sealants, loose stone or tiles, loose or 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 roof system such as but not limited to equipment changes, additions or removal, modifications to the roof systems, etc., contact Mule-Hide for prior approval. Work directly related to the roof system must be completed by a Mule-Hide Warranty Eligible Contractor.
13. If you have a leak, check for the obvious such as clogged drains, broken skylights, loose counterflashings, broken pipes, leaking HVAC units or damage caused by service personnel or storms. Note: When leaking occurs, items such as heavy or light rain, wind direction and speeds, temperature and time of day are all important clues for tracking suspected leaks. Does the leak start and stop with the rain, or, does leaking continue after rain has ceased?

If you believe that the leak may be covered under a Mule-Hide warranty, please notify Mule-Hide Warranty Claims with written notice in accordance with the warranty terms. For temporary repairs, only use products that are compatible with the roof system installed. Do not use any asphalt products on any single-ply roof system as use of such product may cause additional damage to the roof system. Please refer to the Mule-Hide Website ([www.mulehide.com](http://www.mulehide.com)) for compatible products that may be used for temporary repairs on your roof system. Non-compatible products used that cause damage to the roof system will have to have that area removed and replaced at the Building Owner's expense. Compliance with the above items will aid in assuring a durable, watertight roof system.

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

# SAMPLE