

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.

Building Owner's Roof Care and Maintenance Guidelines ver. 2.01

Thank you for choosing a Mule-Hide Roofing System! Following are guidelines on how to care for your roof 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 the roof.

Mule-Hide strongly recommends the Building Owner institutes an annual maintenance 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. Your 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 Applicator or by 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 (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. 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. See Mule-Hide's Care and Maintenance Overview for specific cleaning instructions.
5. 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 membranes (White-on-Black EPDM, Elastomeric Acrylic Coatings, TPO and PVC) since ice or frost build-up may not be visible. All membranes are slippery when wet.
6. 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 membrane. Mule-Hide recommends 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 may be cleaned from the surface of the membrane by scrubbing with detergent and water, then rinsing with clean water. To maximize and maintain reflectivity, white membrane(s) should be cleaned once every two years.
8. 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.
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 should be applied as directed by Mule-Hide.
10. Protective elastomeric coating systems will oxidize and weather, losing overall dry film thickness. This is normal and not a defect in the material. Warranties that include an elastomeric 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.
11. 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.
12. 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.
13. 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. 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?

If you believe that the leak is covered under the Mule-Hide warranty, please notify Mule-Hide's Warranty Department at (800) 786-1492 as soon as possible, and follow up with written notification in accordance with the warranty terms. Leaks resulting from the deterioration or failure of building components 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 in the Mule-Hide membrane, use a one-part urethane sealant and contact Mule-Hide. **Do not use any Asphalt Product** to make repairs on any single-ply roof as it **WILL** degrade the membrane. If any asphalt product is used on a single-ply roofing membrane, that area will have to be removed and replaced at the Owner's expense.

The preceding **information for care and maintenance for Mule-Hide roofs** is not meant to be exhaustive and is for illustrative purposes only. Please refer to Mule-Hide's **Care and Maintenance Overview** literature on the Mule-Hide website(www.mulehide.com) for more information. Compliance with the above items will aid in assuring a durable, watertight roofing system.

Mule-Hide Products Co., Inc.

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