

## Mule-Hide Products Co., Inc. Coatings Material Only Warranty

Subject to the following terms and conditions, Mule-Hide Products Co., Inc. (Mule-Hide) warrants to above- named building owner (Owner), that the Mule-Hide Roof Coatings Materials (Coatings) are free of manufacturing defects at the time of delivery to the job site. If upon inspection by Mule-Hide, the Coatings are determined to be manufactured defectively, Mule-Hide's liability and Owner's remedies are limited, at Mule-Hide's option to the repair or replacement of the defective product. Mule-Hide further warrants that the Coatings will not prematurely deteriorate to the point of failure of the materials because of weathering for a period of \_\_\_\_ years from the date of sale if properly installed, maintained, and used in accordance with Mule-Hide's specifications. If upon inspection by Mule-Hide, the Coatings shows premature deterioration because of weathering within the warranty period stated herein, Mule-Hide's liability and Owner's remedies are limited, at Mule-Hide's option, to the providing of a replacement amount of material for the original product or a credit to be applied toward the purchase of a new product from Mule-Hide. The amount of replacement material or credit shall be based upon prices in effect at the time the deterioration occurs, multiplied by the amount of product needed to repair the deterioration. The maximum value allowed by Mule-Hide for repair or credit shall not exceed the original purchase price paid by Owner for the Coatings.

### 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 Coatings. 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 Coatings before incurring any obligation hereunder. A reinspection fee shall be paid by the Owner to Mule-Hide in the event the claim is not covered by the Warranty.

This Warranty does not apply to materials other than Coatings or workmanship. This Warranty shall not be applicable if, upon Mule-Hide's inspection, Mule-Hide determines that any of the following has occurred:

1. The Coatings are 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 COATINGS. 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.**