



EXCLUSIVELY MANUFACTURED BY BITEC, INC.

MD- _____

WARRANTY NO.

LIMITED WARRANTY FOR MINERAL DESIGN MEMBRANE APPLICATIONS OVER RESIDENTIAL ROOF DECKS HAVING SLOPES OF 3" IN 12" OR GREATER.

BITEC, INC., (BITEC) warrants to the owner that subject to the conditions herein set forth, the Mineral Design membrane will be free from manufacturing defects which result in leaks for twenty-five (25) years. If, in fact, manufacturing defects do become evident which result in leaks, BITEC will during the twenty-five (25) year coverage period, and subject to the conditions set forth herein, make repairs, or cause repairs to be made of said Mineral Design membrane, or will replace the same (exclusive of all other roofing components, and repairs required by defects therein) as required to prevent leaks resulting directly from and solely from such manufacturing defects. This warranty covers the BITEC Mineral Design membrane only.

Proof of Purchase: Claims under this warranty will require proof of purchase of the Mineral Design Membrane. The owner must provide BITEC with a receipt which can be traced to a BITEC distributor who sold the Mineral Design membrane.

Notification of BITEC: The owner must notify BITEC by certified mail within thirty (30) days of the alleged discovery of the leak(s) which are allegedly to have been caused directly by manufacturing defects. Notify BITEC at: P.O. Box 497, Morrilton, AR, 72110.

Right of Inspection: BITEC shall have a reasonable time after notification to inspect the Mineral Design membrane, and if BITEC determines there are manufacturing defects covered by this warranty, BITEC will have ninety (90) days after receipt of notification to make, or cause to be made repairs or replacements unless otherwise prevented by Acts of God. Prior to the expiration of such ninety (90) day period, BITEC will not be liable for any cost of repair or replacement unless BITEC has given written approval of the repair or

replacement of Mineral Design membrane and of the cost thereof.

Warranty Period and Coverage Limitations: BITEC's maximum monetary liability under this warranty shall be limited during the first year (12 months) of the warranty period. BITEC's obligation under this warranty will be limited to the original cost of Mineral Design membrane when purchased, and the reasonable repair or replacement cost of the membrane, which is verifiable by "Proof of Purchase".

Starting with the thirteenth month of the warranty period, BITEC's maximum liability shall be prorated. BITEC's maximum liability shall then be calculated by reducing the maximum monetary limitation ("the original cost of the Mineral Design membrane when purchased, which is verifiable by Proof of Purchase") by four percent (4%) per annum starting with the completed installation date given by the owner on the attached Registration Card. The remaining costs shall be born solely by the owner. The extent of repair or replacement is at the sole discretion of BITEC.

Registration Card: For this warranty to become operative, the attached registration card must be completed and sent to BITEC within ten (10) days of the Mineral Design membrane installation.

60 Month Limited Wind Warranty: Mineral Design membrane shall for a period of sixty (60) months after initial application resist damage by winds up to sixty (60) miles per hour provided the Mineral Design membrane has been installed in accordance to the installation requirements as published at the time of initial installation. Should BITEC find the Mineral Design membrane to have been installed incorrectly, there is no coverage under this section. Coverage as given under this

(Continued, other side)

P.O. Box 497 • Morrilton, Arkansas 72110 • Fax (501) 354-3019 • Phone 1-800-535-8597

Visit our web site at www.bi-tec

WARRANTY REGISTRATION

Mail this form to: BITEC INC., P.O. Box 497, Morrilton, Arkansas 72110

MD- _____

WARRANTY NO.

Owner's Name _____

Address _____

City _____ State _____ ZIP _____

Phone (_____) _____

Address of Building if Different:

Address _____

City _____ State _____ ZIP _____

Phone (_____) _____

Contractor's Name _____

Address _____

City _____ State _____ ZIP _____

Phone (_____) _____

New Construction Re-Roof Mineral Design Product Code (From Label) _____

No. of Rolls Purchased _____ Cost \$ _____ Date of Installation _____

section becomes active only if leaks occur.

Mineral Design Pattern and Colors: Normal pattern and color variations are to be expected. BITEC is not responsible and does not cover in this warranty the aesthetics and/or the cosmetic appearance of the Mineral Design Membrane.

Exclusions from Coverage

BITEC shall not be liable for:

- A. Damage caused by windstorms, hailstorms, hurricanes, tornados, gales, lightning, earthquakes, fire, explosions, food, chemical attack, solid objects falling on the roof, traffic or storage of materials on the roof, Acts of God, wear through misuse or abuse, damage physically inflicted through accidents or man-made causes, riots, vandalism or war.
- B. Defects in, failure of or improper application, construction or design of any roof installation, roof deck, roof insulation, or any other material used as the base over which the roof is applied.
- C. Movement or deterioration including but not limited to any expansion or contraction, of any sheet metal or other material used in conjunction with the BITEC, INC. membrane.
- D. Any major changes in the principal usage or ownership of the building unless approved in advance, in writing, by BITEC, INC.
- E. Damage to the roof caused by settlement, distortion failure or cracking of the roof deck, walls, or foundation of a building or defects or failures of copings or any part of the building structure.
- F. Moisture entering the roofing system through the walls, rooftop hardware or equipment, copings or any part of the building structure.
- G. Damage to the BITEC, INC. membrane resulting from lack of positive drainage.
- H. Repair of metal work or flashing receptacles or other materials furnished by others and such damage as may result from the application or failure of these materials.
- I. Roofs installed over cold storage or freezer compartments shall not be covered under this Warranty.

J. Chemical attacks, exposure to any ionized radiation, or contamination from any hazardous substance or waste.

K. Repairs performed or materials furnished by others besides those authorized by BITEC, INC. in correcting leaks in the roof.

L. Improper maintenance or correction of condition other than leaks.

This Warranty is Non-Transferable: This limited warranty solely benefits the first consumer, purchaser or owner of BITEC Mineral Design membrane. It cannot be transferred in any form to anyone. Transfer of this warranty by any means voids all warranties contained herein, or hereunder and all implied warranties of merchantability or fitness for a particular purpose.

THE OBLIGATION CONTAINED IN THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, WARRANTIES AND GUARANTEES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF BITEC, INC. IN NO EVENT SHALL BITEC BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION HEREIN SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

Modification of Warranty: This limited warranty may not be changed or modified. No one, including any representative or employee of BITEC has the authority to assume any additional liability for BITEC in connection with Mineral Design membranes except as described in this warranty. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

Effective Date: This limited warranty is effective for BITEC Mineral Design membranes installed within the continental U.S., excluding Hawaii, after January 1, 1997. This warranty supersedes all previously published warranties for this product.

June 2009