



#2 Industrial Park Drive · PO Box 497, Morrilton, AR 72110
Customer Service: (800) 535-8597 · Fax: (501) 354-3019 · www.bitec.com

WARRANTY NO. **B -** _____
Coverage: 10 years
Effective Date: _____

TEN (10) YEAR ROOFING MEMBRANE NO DOLLAR LIMIT (NDL) WARRANTY

Owner Name: _____ Project Name: _____
Owner Address: _____ Roof Section(s): _____
Owner City/State: _____ Project Address: _____
Owner Zip Code: _____ Project City/State: _____
Project Zip Code: _____
Installer: _____ System Installed: _____
Total Area (squares): _____

BITEC, INC. ("BITEC") warrants to the above-named Owner that the BITEC roofing system ("Membrane") will not leak due to defective materials or workmanship by the above-named BITEC Authorized Contractor ("Contractor") during the Warranty Coverage Period as identified above and subject to the terms of this Warranty.

The Warranty Coverage period, as identified above, shall begin to run on the effective date, as identified. During the Warranty Coverage period, BITEC will pay all authorized costs of repairs to correct Membrane water leaks that are caused by defective material or workmanship. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover or partial tear-off applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system. For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in writing by BITEC prior to installation. This Warranty applies only to BITEC roofing installation as defined in BITEC's membrane specification, application instructions and approved practices.

APPLICABILITY OF WARRANTY

BITEC'S obligation to correct Membrane water leaks according to this Warranty shall be the sole and exclusive remedy for Owner, and Owner shall not be entitled to additional remedies. Owner expressly waives all other claims for damages, direct or indirect, consequential or incidental, including but not limited to: property damage, personal injury, damage to Owner or third parties, and/or loss of business or profit. To validate this Warranty, the contractor must submit their application for approval by BITEC prior to the start of installation. Notification of any manufacturing defect must be submitted to BITEC's general offices within five (5) days after discovery of any such defect. The issued Warranty number must be referred to in all correspondence. This Warranty may be transferred upon BITEC'S prior written approval by its Technical Manager, BITEC'S approval of maintenance to the roofing system, completion of any required punch list items, and payment of applicable transfer fee.

No representative, employee, agent of BITEC, or any other person has the authority to assume for BITEC, any additional or other liability or responsibility in connection with the Membrane described above unless the change and/or amendment is approved in writing by an authorized BITEC officer.

This Warranty excludes leaks caused by any of the following:

- A. Damage resulting from windstorms exceeding 55 MPH, hailstorms, hurricanes, tornados, gales, lightning, earthquakes, fire, explosions, food, solid objects falling on the Membrane, traffic or storage of materials on the Membrane, natural disasters, wear through misuse or abuse, damage physically inflicted through accidents or man-made causes, riots, vandalism, terrorism or war.
- B. Improper application, construction, or design of any roof substrate, roof deck, roof insulation, or any other material used as the base over which the Membrane is applied.
- C. Defects in building engineering, design or construction.
- D. Movement or deterioration, including but not limited to any expansion or contraction of any sheet metal or other material used in conjunction with the Membrane.
- E. Deteriorated or failing sealants, including caulking or pitch pan sealants.
- F. Any changes in the principal usage or ownership of the building unless approved in advance, in writing, by BITEC.
- G. Damage to the Membrane caused by settlement, distortion, failure or cracking of the roof deck, walls, or foundation of the building, or defects or failures of copings or any part of the building structure.
- H. Moisture entering the roofing system through the walls, rooftop hardware, equipment, copings or any part of the building structure.
- I. Damage to the Membrane resulting from lack of positive drainage or conditions that allow for ponding water.
- J. Repair of metal work or flashing receptacles or other materials furnished by others, as may result from the application or failure of these materials.



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- K. Damage caused by birds, vermin, rodents, insects, or any other animal or pest.
- L. Chemical attacks, exposure to any ionized radiation, or contamination from any hazardous substance or waste.
- M. Negligence, misuse, or failure of the Owner to provide non-warrantable repairs or to properly maintain the Membrane. Lack of proper care and maintenance is also cause for cancellation of this Warranty.
- N. Damages for which the Owner does not provide BITEC with timely written notice of a claim pursuant to the terms of this Warranty.
- O. Repairs performed or materials furnished by others besides those authorized by BITEC in correcting leaks in the Membrane.

LIMITATIONS

BITEC shall not be responsible for any damages for or to any of the following:

- A. Leaks that result where Membrane has been installed over cold storage or freezer compartments.
- B. Improper maintenance or correction of conditions other than leaks.
- C. Real or personal property, the structure itself, or contents therein.

BITEC is not responsible for the removal, replacement, or repair of any rooftop equipment or systems or overburden. BITEC'S sole responsibility under this Warranty is for the costs associated with the repair of leaks caused by defective materials or workmanship set forth above. In no event is BITEC liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.

EXCEPT AS SET FORTH HEREIN, BITEC MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

BITEC is proud to have provided your building with the finest advanced technology roofing/waterproofing Membrane available and offers the following industry-accepted guidelines to protect your investment. BITEC recommends you, as the building Owner, implement the following maintenance program:

- (1) Have a roof inspection performed every six (6) months to remove any debris and ensure proper drainage by cleaning the scuppers and roof drains.
- (2) If your roof system was surfaced with a reflective coating, a periodic recoating will protect the Membrane and help continue to reduce energy cost.
- (3) Restrict roof traffic to a minimum and inform necessary trades requiring access to the roof deck to be very careful to protect the Membrane from dropped or falling objects or solvent spills.
- (4) Do not allow materials to be stored or transported over the completed roof deck areas.
- (5) In the event the roofing system has rooftop equipment or overburden obscuring the roofing/waterproofing Membrane, such as paver system, vegetated roofing, photovoltaic/solar equipment, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at Owner's sole expense.
- (6) As a reminder, all additions of equipment, deck penetrations or any change requiring cutting through the Membrane must have prior approval by BITEC and the work must be completed by a BITEC Authorized Roofing Contractor to maintain the validity of the Warranty.
- (7) BITEC recommends that Owners consider hiring a BITEC Authorized Roofing Contractor to perform routine maintenance on a scheduled basis.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Arkansas and any actions or suits to enforce this Warranty shall be brought in the State of Arkansas, County of Conway. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings, written or oral agreements, or warranties between the parties respecting the subject matter within.

If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Warranty shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Warranty Execution:

BITEC, Inc. hereby executes this warranty and agrees to the terms and conditions as set forth above.

Representative's printed name: _____

Title: _____

Signature: _____