



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

WARRANTY NO. **C** - \_\_\_\_\_  
Coverage: 15 years  
Effective Date: \_\_\_\_\_

## FIFTEEN (15) YEAR COATING SYSTEM NO DOLLAR LIMIT (NDL) WARRANTY

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

BITEC, Inc. (herein after referred to as "BITEC"), warrants to the above-named Owner that the BITEC roof system will not leak due to defects in manufacturing of the products supplied by BITEC or deficiencies during application by the above-named Installer. BITEC warrants that the StormBreaker™ Restoration System will not fail (ie. leak) for a period of 15 years from the date of application above if properly maintained, and used for the purpose for which BITEC specifies. BITEC will repair any leaks in the coating/restoration system during the coverage period of the warranty, subject to the terms and conditions below. As a stipulation of coverage, application must be performed according to BITEC's written/ published specifications at the time of coating system application. Dry mil thickness requirements must be strictly adhered to for this warranty to be operable

### APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by BITEC. This Warranty may be transferred upon BITEC's written consent, BITEC's approval of any alterations and/or maintenance to the roofing system, completion of any required punch list items and payment of a transfer fee. Exclusions to coverage include, but are not limited to, the following:

- 1) Damage by structural movement or failure; or movement of any substrate material underlying the roofing system or base flashing.
- 2) Damage by acts of negligence, misuse or accidents including, but not limited to, use of the roof for a purpose other than waterproofing the building; vandalism; civil disobedience; acts of war; acts of naturally occurring events, including, but not limited to hurricanes, hail, windstorm, and fire.
- 3) Damage to the roofing system resulting from:
  - a) Chemical attacks on the roofing system, building structure, and/or roof deck.
  - b) Defects in engineering, building design or construction.
  - c) Traffic or storage of materials on the roof.
  - d) Improper application of the underlying substrate materials used as a surface upon which the roof is applied.
- 4) Leaks caused by deteriorated or failing roofing components not supplied by BITEC.
- 5) Changes in aesthetic appearance, such as mineral/aggregate surfacing loss, discoloration, interply blistering, peeling or weathering of protective coatings, or similar conditions.
- 6) Fading, chalking, or weathering of metal termination components; damage/deformation of metal components, or rust, including any normal surface rust along the edges of metal components which, in the process of manufacturing and/ or installation, have been factory-sheared or exposed in the field or other conditions resulting from the building being located within 1,500 feet of a body of saltwater.
- 7) Damage caused by the failure of the Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached hereto and provided to the Owner.
- 8) Damage caused by Owner initiated changes in the roof not previously approved by BITEC including but not limited to changes in usage of the building or its interior conditions.

### LIMITATIONS

BITEC shall not be responsible for any damages that occur because of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. BITEC's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or as set forth above. BITEC shall not be liable for any discoloration, cosmetic deterioration or change in the visual appearance of the roofing system or BITEC's top coating. BITEC is not to be responsible for the removal or replacement of any roof top equipment, systems or overburden. 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.**



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**OWNER RESPONSIBILITIES**

BITEC is proud to have provided your building with the finest advanced technology coating/restoration system 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) 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: \_\_\_\_\_