



B- \_\_\_\_\_  
WARRANTY NO.

## LIMITED TWELVE-YEAR MATERIAL WARRANTY

**BITEC, INC.** (hereinafter referred to as the "Company"), warrants that the manufactured modified bitumen waterproofing roofing product, (hereinafter referred to as the "Membrane"), identified by use on the opposite side hereof, at the time of installation, shall conform to the published specifications of the Company and is subject to the conditions, terms and limitations set forth in this warranty.

**LIABILITIES** The "Company" warrants that the "Membrane", provided that such "Membrane" has been stored, handled, and that the installation meets or exceeds the "Company" published use, and is installed in accordance with governing industry standards; shall be free of manufacturing defects and will remain free for the periods as set forth below.

**LIMITATIONS** If manufacturing defects should cause the "Membrane" to lose its watertight integrity during the 12 year warranty period, the "Company", at its sole option, will (1 ) refund to the owner a portion of the original purchase cost of the "Membrane" or (2) replace a portion of the "Membrane" according to the following schedule, providing none of the Exclusions from Warranty listed thereafter prevail.

Years Of Service	"Membrane" Percentage Of Refund/Replacement
Year 1-2	100%
" 3-4	80%
" 5	70%
" 6	60%
" 7	50%
" 8	40%
" 9	30%
" 10	20%
" 11-12	10%

The "Company's" obligation to refund to the owner a portion of the "Membrane's" original cost, or the replacement of a portion of the "Membrane", in accordance with the terms set forth above, shall be the sole and exclusive remedy of the owner, and the owner shall not be entitled to additional remedies, expressly waiving any and all other claims for damages, being direct or indirect, consequential or incidental, including but not expressly limited to the following: property damage, personal injury, damage to the owner or third parties, and/or loss of business or profit. Some states/provinces do not allow the exclusion or limitation of incidental or consequential damages so the above limitations and remedies may not apply to you. This warranty gives you specific legal rights. You may have others which vary from state to state or province to province. This warranty is expressly in lieu of any and all other warranties, expressed or implied, including the implied warranties of merchantability or fitness for a particular use or purpose.

BITEC, INC. shall not be liable for, and this Warranty does not cover leaks resulting from any one or more of the following causes, including but not limited to:

- 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.

(Continued, opposite side)

MANUFACTURERS OF ADVANCED TECHNOLOGY WATERPROOFING MEMBRANES

March 2009

(To be completed by owner)



B- \_\_\_\_\_  
WARRANTY NO.

## REGISTRATION FORM - LIMITED TWELVE-YEAR MATERIAL WARRANTY MODIFIED BITUMEN MEMBRANES

OWNER _____	
NAME AND TYPE OF BUILDING _____	PRINCIPAL USE _____
ADDRESS OF BUILDING _____	CITY, STATE, ZIP _____
(SQ FT) _____	PRODUCT USED _____
AREA OF ROOF _____	SPECIFICATION _____
LINEAL FEET OF FLASHING _____	TYPE OF FLASHING _____

**ROOFING APPLICATOR:**

NAME _____	TELEPHONE NO. _____
ADDRESS _____	
DATE OF COMPLETION _____	

March 2009

- 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.

BITEC will issue the above described warranty upon completion of the said installed roof in compliance with

BITEC specifications and warranty terms, the Warranty covering the "Membrane" materials will be issued to the Owner as provided hereunder. To validate this warranty, all registration information requested must be completed and mailed to BITEC's general offices within thirty (30) days after job completion. 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 certificate number shall be referred to in all correspondence. This warranty is transferable or assignable only with the prior written approval of BITEC's Manager of Technical Services, and payment of applicable transfer fee.

No representative, employee, agent of BITEC, INC. or any other person has the authority to assume for BITEC, INC. any additional or other liability or responsibility in connection with the "Membrane" described above, except as set forth below:

BITEC, INC. shall not be responsible for or liable for any change and/or amendment to its warranty provisions contained herein, unless the said change and/or amendment is approved in writing by an authorized officer of BITEC, INC.

Owners's Name \_\_\_\_\_

Address of Building \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Specification Number \_\_\_\_\_ Completion Date \_\_\_\_\_ Product Used \_\_\_\_\_

Number of Rolls \_\_\_\_\_ Material Purchased From \_\_\_\_\_

Principal Building Usage \_\_\_\_\_

Name of Applicator \_\_\_\_\_ Address \_\_\_\_\_

## MAINTENANCE RECOMMENDATIONS

BITEC, INC. is proud to have provided your building with the finest advanced technology waterproofing membrane available, and offers the following industry accepted guidelines to protect your investment. BITEC, recommends as the building owner you implement the following:

- (1) Provide a roof inspection every six (6) months to remove any debris and insure 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 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 roof membrane from falling objects, or solvent spills.

- (4) Do not allow materials to be stored or transported over the completed roof deck areas.
- (5) As a reminder, all additions of equipment, deck penetrations or any change requiring cutting through the BITEC membrane must have prior approval of BITEC, INC. and the work must be completed by a BITEC Authorized Roofing Contractor to maintain the validity of the Warranty.
- (6) A BITEC, INC. Authorized Roofing Contractor knows his products and is willing to serve you, with your maintenance programs.

*Visit our web site at [www.bi-tec.com](http://www.bi-tec.com)*

## NOTICE TO OWNER

Attached is the original copy of the limited warranty which has been issued to you by BITEC, INC. and forwarded to you through your roofing contractor. This limited warranty provides for the repair of leaks through the membrane as a result of normal wear and tear or manufacturing defects, and excludes casualty losses, problems resulting from substrates and other causes as outlined in the

limited warranty. Please refer to it for details.

Before this limited warranty is effective, charges for the materials must have been paid to BITEC, INC. The Owner or Owner's authorized representative must sign in the designated space below and return this Notice to BITEC, INC. at the location indicated within thirty (30) days of completion of the roofing membrane installation.

OWNER \_\_\_\_\_

TITLE \_\_\_\_\_

OWNER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_