



**B - 67459**

WARRANTY NO.

## FIFTEEN (15)-YEAR MATERIAL WARRANTY

**BITEC, INC.** ("BITEC") warrants to the below-named Owner that the manufactured modified bitumen waterproofing roofing product, ("Membrane"), identified by use on the opposite side hereof, at the time of installation, shall conform to the published specifications of BITEC subject to the terms of this Warranty.

BITEC warrants that the Membrane shall be free of manufacturing defects and will remain free for the periods as set forth below, provided that such Membrane has been installed, stored, and handled according to BITEC'S published use and governing industry standards.

If manufacturing defects should cause the Membrane to lose its watertight integrity during the 15 year Warranty period, BITEC, at its sole option, will either (1) refund to 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 Limitations listed below exist.

Years of Service	Membrane Percentage of Refund/Replacement
Year 1 - 2	100%
3	90%
4	80%
5	70%
6	60%
7	50%
8	40%
9	30%
10	25%
11	20%
12	15%
13	10%
14 - 15	5%

### APPLICABILITY OF WARRANTY

BITEC'S obligation to refund to Owner a portion of the Membrane's original cost, or the replacement of a portion of the Membrane, according to this Warranty, shall be the sole and exclusive remedy of 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. BITEC will issue this Warranty to the Owner upon complete installation of Membrane in compliance with BITEC specifications and Warranty terms and after receipt of full payment for installation and supplies. To validate this Warranty, all registration information requested must be completed and mailed to BITEC's general offices within thirty (30) days after installation is complete. 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 must 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, 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, chemical attack, solid objects falling on the Membrane, traffic or storage of materials on the Membrane, 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 Membrane 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 Membrane.
- D. Any major changes in the principal usage or ownership of the building unless approved in advance, in writing, by BITEC.
- E. Damage to the Membrane 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 **B - 67459** or any part of the building structure.
- G. Damage to the Membrane resulting from lack of positive drainage. WARRANTY NO.
- H. Repair of metalwork or flashing receptacles or other materials furnished by others and such damage as may result from the application or failure of these materials.
- I. Chemical attacks, exposure to any ionized radiation, or contamination from any hazardous substance or waste.
- J. 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 refund or repair of the Membrane according to the schedule outlined above.

**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'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: \_\_\_\_\_

**OWNER RESPONSIBILITIES**

BITEC 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 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 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 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 waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, 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 of BITEC and the work must be completed by a BITEC Authorized Roofing Contractor to maintain the validity of the Warranty.
- (7) A BITEC Authorized Roofing Contractor knows his products and is willing to serve you, with your maintenance programs.

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 ACCEPTANCE**

Owner hereby accepts and agrees to the terms and conditions outlined in this Warranty.

SAMPLE



**B - 67459**  
WARRANTY NO.

(To be completed by owner)

# REGISTRATION FORM – FIFTEEN-YEAR MATERIAL WARRANTY

## MODIFIED BITUMEN MEMBRANES

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

ROOFING APPLICATOR:

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

### NOTICE TO OWNER

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

Before this 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

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

MANUFACTURERS OF ADVANCED TECHNOLOGY WATERPROOFING MEMBRANES

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

SAMPLE

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