

Layfast SBS TU43 15-YEAR LIMITED MATERIAL WARRANTY

Note: This Limited Material Warranty is not effective unless properly registered with MBTechnology.



188 South Teilman Ave.
 Fresno, CA 93706-1334
 (559) 233-2181

WARRANTY #

THIS WARRANTY REQUIRES THE OWNER'S SIGNATURE.

| | | | |
|--------------------------------|------|-------------|-----|
| Owner | | Phone | |
| Address | City | State | Zip |
| Owner's Signature (Required) | | Date Signed | |
| Name of Building | | Phone | |
| Address | City | State | Zip |
| Roofing Contractor Name | | Phone | |
| Address | City | State | Zip |
| Roof Area: _____ (square feet) | | | |

PDW-003-00 Rev: (11-6-2017)

Conditions of Warranty

- A) MBTechnology (MBT/company) warrants the layfast TU43 underlayment installed at the building address listed on this document, subject to the terms and conditions set forth below, against manufacturing defects, which directly caused leaks for a period of (15) years from the date of the product's completed, proper application;
- B) MBT shall, at its sole option and as the Building Owner's sole remedy, replace only that portion of the product that required removal and/or replacement due to the material failure of the product that has directly resulted in leaks. This remedy shall be limited and shall not exceed the original cost of the MBT product requiring replacement. After the first year, the company's MAXIMUM LIABILITY is limited to the original cost of MBTechnology's materials used on the roof reduced by 1/15 (6.67%) of the maximum liability during each year of this limited warranty, minus any costs previously incurred by the company for either repair or replacement during previous years.
- C) MBT, at its sole discretion, may provide identical replacement materials or reimburse the building owner for the cost of the product requiring replacement. If MBT reimburses the building owner for the costs of the product requiring replacement, the building owner shall assume the risk of any defect and/or failure caused by the installation of such product and related to the conformance of such product with the existing installed MBT product. Should the replacement material or any replacement material supplied, purchased, and/or installed by the building owner result in a functional or esthetic variation to the MBT product remaining on the building, MBT shall not be responsible for any costs associated with such functional or esthetic variation. This includes but is not limited to those costs set forth in Condition D below;
- D) **UNDER THE TERMS OF THIS WARRANTY, MBT SHALL NOT BE RESPONSIBLE FOR PAYMENT OF ANY COSTS ASSOCIATED WITH** labor to install and remove the failed product and to reinstall the product or a comparable replacement product; the costs to install and remove the failed product and to reinstall the product or a comparable replacement product to include but not limited to flashing, metal work, or other material supplied or manufactured by MBT or others that are, or were, required in the installation and removal of the failed product and the reinstallation of the product or a comparable replacement product. All handling and transportation charges are the responsibility of the building owner. MBT shall not be responsible for the disposal costs, inspection costs, or any cost, fee, or expense related to the replacement of the failed product, except for the replacement material costs identified in Condition B above.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER GUARANTEES EXPRESSED OR IMPLIED, INCLUDING PURPOSE, AND IS SPECIFICALLY DEPENDENT UPON THE OWNER'S OBSERVANCE OF AND COMPLIANCE WITH THE GENERAL TERMS AND CONDITIONS OF THE GUARANTEE LISTED IN THIS WARRANTY DOCUMENT AND THOSE

REQUIREMENTS OF MBT INCLUDING LATEST "SPECIFICATIONS FOR ICE & MOISTURE BLOCK SBS UNDERLAYMENT."
. SINCE MBT DOES NOT INSPECT MATERIAL, ONLY WARRANTY PRODUCTS. ANY STATEMENT MADE OR ANY OPINIONS OFFERED REGARDING WORKMANSHIP BY ANY EMPLOYEE OR AGENT OF MBT, INC. SHALL NOT BE DEEMED AN ACCEPTANCE OF WORKMANSHIP AND SHALL NOT BE BINDING UPON MBT.

Limitation of Warranty

THERE ARE NO WARRANTIES FROM MBT TO THE OWNER THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL SPECIFICATION, DESCRIPTIVE INFORMATION, RECOMMENDATIONS, OR TEST RESULTS THAT MBT HAS PROVIDED TO THE OWNER—WHETHER ORALLY OR IN CATALOG, BROCHURES, SALES FORMS, TECHNICAL REPORTS, OR OTHER DESCRIPTIVE LITERATURE—DO NOT IN AND OF THEMSELVES CONSTITUTE WARRANTIES.

MBT SHALL NOT BE LIABLE IN TORT, WHETHER FOR NEGLIGENCE UNDER THE DOCTRINE OR STRICT LIABILITY OTHERWISE OR FOR ANY LOSS OR DAMAGE RESULTING FROM ANY MATERIAL DEFECT. THE HOLDER OF THIS WARRANTY AND ALL MERCHANTS PASSING THIS WARRANTY TO THE HOLDER HEREBY WAIVE ANY LIABILITY AS AGAINST MBT IN TORT. THIS WARRANTY AND THE REMEDIES PROVIDED FOR HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER OBLIGATIONS, LIABILITIES, OR EXPRESSED WARRANTIES.

ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED IN ALL JURISDICTIONS THAT PERMIT THE EXCLUSION OF THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Additional Exclusions

MBT shall not be liable for leaks, injuries, or damages of any kind, including but not limited to damages to underlying components or other roofing material as a result of the following:

- A) Leaks or damage caused by penetration (including penetration by fasteners).
- B) Leaks or damage caused by animals, vandalism, and abusive conditions.
- C) Damage or deterioration to other roof components as a result of inadequate drainage.
- D) Any alteration in the MBT product installation or handling recommendations.
- E) Improper fastening of the underlayment or batten, such as with staples.
- F) All natural catastrophic events, including hurricanes, hail, windstorm, cyclones, floods, earthquakes. Any animal or insect, intrusion by plants, collisions and intentional conduct, fire or explosion, war, acts of terrorism or sabotage, riots, demonstrations, strikes or lockouts, willful misrepresentation by owner or direct or indirect chemical attacks of the MBT membrane. Exposure to ionized radiation or contamination by radioactivity from nuclear fuel or nuclear waste, excessive traffic or storage over the deck on which the MBT material is installed, infiltration or condensation or moisture in or around penetrations and perimeter flashing components.
- G) Building movement, building additions or reductions, settling, distortion, settling, or cracking of roof deck, building foundation or walls, including damage attributable to or caused by alterations.
- H) Delamination, separation, cracking, or splitting of the membrane due to underlying materials.
- I) Inferior or improper workmanship in the application of the product.
- J) Improper ventilation, at minimum, ventilation must comply with FHA Minimum Property Standards.

MBT assumes no responsibility for CONSEQUENTIAL damages to the structure of the building or its contents from any type of leaks, any component roof flashings, building structure issues, or underlying surrounding areas.

Inspection

MBT reserves the right, at its discretion, to review, and/or inspect the roof, roof plans, and all aspects related to any claim presented by the warranty holder prior to making a determination of whether said claim is subject to warranty coverage. Any individual making a claim under this warranty that refuses to permit or cooperate with MBT's inspection and review his or her rights irrevocably waives his or her rights under this warranty. Such a waiver does not affect MBT's rights, limitations on its warranty, or exclusions under the terms of this warranty. Review or inspection of roof, roofs plans, building construction by an MBT agent or representative, and the limited warranty shall not constitute approval of such and shall not constitute an extension, of any kind, of the terms and conditions of this warranty. MBT does not practice engineering, architecture, or professional roof consultation.

Modifications: No one is authorized to alter, change, or modify the provisions of this limited warranty other than the president of MBT, Inc.

TRANSFERABILITY: The warranty may be transferred once by the original property owner to the first subsequent owner, after notification to MBTechnology within thirty (30) days of the transfer of property. To transfer the warranty, the current holder of the warranty must contact MBTechnology and complete the warranty transfer form in writing within thirty (30) days from the date the title of the property changed. The following information must be provided: 1. Copy of the warranty. 2. The name and address of the new owner. 3. The date of title transfer. If MBTechnology is not notified of the transfer as outlined above, the warranty shall not transfer, and MBTechnology will have no further liability.

THE PARTIES AGREE THAT ANY CONDITION OR CLAIMS RELATING TO THIS WARRANTY SHALL FIRST BE SUBMITTED TO MEDIATION UNDER THE CONSTRUCTION INDUSTRY ARBITRATION AND MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (OR OTHER MUTUALLY ACCEPTABLE ARBITRATOR). NO COURT OR OTHER TRIBUNAL SHALL HAVE JURISDICTION UNTIL THE ARBITRATION IS COMPLETED

TO OWNER: (all information must be completed to validate warranty) Detach and mail promptly along with proof of purchase within 90 days of purchase to:

MBTechnology Corporation: 188 S. Teilman Ave. Fresno, CA 93706-1334;
or email info@mbtechnology.com or visit <http://www.mbtechnology.com>