



WARRANTY NO. C - \_\_\_\_\_

#2 Industrial Park Drive · PO Box 497, Morrilton, AR 72110

Coverage: 20 years

Customer Service: (800) 535-8597 · Fax: (501) 354-3019 · www.bitec.com

Effective Date: \_\_\_\_\_

## TWENTY (20) YEAR COATING SYSTEM NO DOLLAR LIMIT (NDL) WARRANTY (“WARRANTY”)

### Project:

Building/Project Name (“Building”):  
Street Address:  
City, State, Zip:

### Product/System Installed (“Coating System” or “BITEC Coating System”):

Installed Area (roof squares):  
Building Use:  
Completion Date:

### Owner:

Name:  
Street Address:  
City, State, Zip:

### Installing Contractor:

Name:  
Street Address:  
City, State, Zip:

### WHAT THE WARRANTY COVERS

Subject to the terms and conditions set forth herein, BITEC<sup>®</sup>, Inc. (“BITEC”) warrants to the above-named Owner (“Owner,”) that, for a period of twenty (20) years from the earlier of the Warranty Effective Date set forth above or the date of installation of the BITEC Coating System on the Building (“Warranty Period”), there will be no leaks into the Building due to defects in the BITEC Coating System or the workmanship relating to the installation of the BITEC Coating. In the event of a leak into the Building during the Warranty Period resulting from a defect in the BITEC Coating or the workmanship relating to its installation (“Defective Product”), BITEC’s sole obligation, and Owner’s sole and exclusive remedy, shall be, at BITEC’s sole discretion, to repair, replace, or provide a refund for the Defective Product.

### CONDITIONS PRECEDENT TO WARRANTY TAKING EFFECT

This Warranty is not effective unless all of the following shall have occurred: (a) Owner purchased the Roofing System from BITEC or BITEC’s authorized distributor or contractor; (b) BITEC has received full payment on all invoices relating to the Roofing System shipped in connection with the above-referenced Building; and (c) the Roofing System was installed on the Project by a BITEC Certified Coating Contractor.

### WHAT VOIDS THE WARRANTY

This Warranty is void, and BITEC shall have no liability hereunder, if: (a) unauthorized components, parts, or other materials were used in combination with the Coating System after the Effective Date, or repairs have been performed in connection with the Coating System by someone not authorized by BITEC or without BITEC’s written approval; (b) there is change in ownership of the Building without the prior written consent of BITEC; (c) there is a material change to the Building Use; or (d) the Owner fails to meet any of the Owner’s Obligations set forth below.

### WHAT IS NOT COVERED UNDER THE WARRANTY

This Warranty does not cover any of the following:

- (a) Costs that are not expressly stated to be covered herein, including any costs relating to the following: inspection, material testing, labor for removal and/or installation of any portion of Coating System other than the Defective Product itself, such as the removal and replacement of the roof system in recover or partial tear-off applications or the removal, replacement, or repair of any rooftop equipment or systems;
- (b) Consequential damages or loss to the building, its contents, or other products, materials, or equipment;
- (c) Conditions relating to appearance or aesthetics of the Coating System;
- (d) Deterioration of or failing sealants, including caulking or pitch pan sealants;
- (e) Expansion or contraction of any sheet metal or other materials used in conjunction with the Coating System;
- (f) Fading, chalking, weathering, rusting, or other deterioration or failing of metal components, including metal termination components;
- (g) Leaks resulting from defective or failing roofing components not manufactured or supplied by BITEC;
- (h) Damage, deterioration, or failure resulting from any of the following:
  - 1) improper application, construction, engineering, design, or preparation of the roof deck, the substrate(s), roof insulation, the building structure (including copings), or any other materials used as a base over which the Coating System is applied;
  - 2) windstorms exceeding 55 MPH, hailstorms, hurricanes, tornados, gales, lightning, earthquakes (or other ground movement), fire, or other extreme weather events or natural disasters;
  - 3) overburden;
  - 4) inadequate or defective engineering, design, or construction of the Building;
  - 5) explosions, food, chemicals or hazardous substances, ionized radiation, falling objects, traffic, rooftop equipment (e.g., paver system, vegetated roofing, photovoltaic/solar equipment), other heavy equipment stored over the roof, or the storage of materials;
  - 6) accident, misuse, misapplication, abuse, negligence, unauthorized modification, vandalism, riots, or war;
  - 7) settlement, movement, expansion, distortion, failure or cracking of the roof deck, walls, foundation, or the Building structure;
  - 8) lack of positive drainage, failure of the drainage system, ponding water, or moisture entering through walls, rooftop hardware or equipment, copings, or any part of the Building structure;
  - 9) ice or water condensate developing above the roof deck from an internal source of the building;



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- 10) birds, vermin, rodents, insects, or any other animal or pest; or
- 11) any repairs to the Coating System that are not authorized by BITEC, or any additions of equipment, deck penetrations, or any change requiring cutting through the Coating System not authorized by BITEC.

**OWNER OBLIGATIONS**

The Owner must do all of the following:

- (a) Notify BITEC of a potential claim under this Warranty within one hundred and twenty (120) hours of first having notice of such claim;
- (b) Obtain BITEC's written approval prior to commencing any repairs, changes, alterations, modifications or additions to the Coating System or that could impact the Coating System;
- (c) Give BITEC (or someone on BITEC's behalf) reasonable and timely access to the roof of the building to inspect, and remove, at Owner's expense, all 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;
- (d) Properly maintain the roof and the roof system in accordance with best practices and applicable manufacturer(s)' requirements and recommendations, including performing the following: (i) a roof inspection every six (6) months, and remove debris from and otherwise clean scuppers and roof drains; (ii) remove and replace failed/loose sealant, including pitch pan filler. It is recommended that Owner use a BITEC authorized contractor to perform these maintenance requirements on a scheduled basis.

**WARRANTY TRANSFERABILITY**

This Warranty is transferable or assignable only with the prior written approval of BITEC's Technical Manager and payment of applicable transfer fee.

**MAKING A CLAIM**

All claims under the Warranty must be in writing and sent via (1) email to [warrantyservices@bitec.com](mailto:warrantyservices@bitec.com) ("Claim Notice"). The Claim Notice must include a copy of the Warranty issued by BITEC on the Project; or (2) by phone call to the BITEC corporate office at (800) 535-8597.

**REPLACEMENT OF OR REPAIR TO PRODUCT**

BITEC, in its discretion, may use comparable product of equal or greater value to replace a Defective Product, provided such replacement product meets the conditions of this Warranty. Furthermore, in performing repairs under this Warranty, BITEC reserves the right to utilize new, reconditioned, refurbished, repaired, or remanufactured materials so long as such materials are covered under this Warranty for the remainder of the Warranty Period. Repaired or replaced materials are warranted for the remainder of the Warranty Period and do not extend such Warranty Period.

**LIMITATION OF WARRANTY AND LIABILITY**

**THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. BITEC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE BITEC'S SOLE LIABILITY AND USER'S EXCLUSIVE REMEDY FOR FAILURE OF BITEC TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE USER ARE BASED IN CONTRACT (INCLUDING WARRANTY), IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.**

**THE REMEDIES OF THE USER SET FORTH IN THIS WARRANTY ARE EXCLUSIVE AND ARE USER'S SOLE REMEDIES FOR ANY FAILURE OF BITEC TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, IN NO EVENT SHALL BITEC BE LIABLE IN CONTRACT (INCLUDING WARRANTY), IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE OR INJURY TO PERSONS OR TO PROPERTY OR EQUIPMENT OTHER THAN THE COATING SYSTEM TO WHICH THIS WARRANTY RELATES, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE USER, CLAIMS OF TENANTS OF THE USER OR ANYONE ELSE CLAIMING AN INTEREST TO THE BUILDING OR ITS CONTENTS, OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF USER HAS BEEN ADVISED OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF BITEC ARISING FROM OR RELATED TO THIS WARRANTY WHETHER THE CLAIMS ARE BASED IN CONTRACT (INCLUDING WARRANTY), IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE COST OF REPAIR, REPLACEMENT, OR REFUND OF THE COATING SYSTEM.**

**SEVERABILITY**

If any term or provision of this Warranty or the application thereof to any person or circumstances is, to any extent, held to be invalid or unenforceable, the remainder of this Warranty, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected, and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.



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**ARBITRATION**

Any claim, dispute, or controversy arising out of or relating to this Warranty or the Coating System to which this Warranty relates must be submitted to arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court with jurisdiction. The arbitration must take place in Conway County, Arkansas.

**MODIFICATIONS**

The terms of this Warranty may not be modified or changed without the prior written approval of the President of BITEC. No representative, employee, or agent of BITEC, or any person other than the President of BITEC has authority to modify or change the terms of this Warranty.

**CHOICE OF LAW**

The Warranty shall be construed and enforced in accordance with the laws of the state of Arkansas and the laws of the United States applicable in that state.

**OTHER TERMS AND CONDITIONS**

The terms and conditions in BITEC's Terms and Conditions of Sale in effect as of the Effective Date, which are not in conflict with the terms and conditions of this Warranty, shall apply.

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