

10-YEAR LIMITED MATERIAL WARRANTY Ecotorch

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#

Owner		Phone ()	
Address	City	State	Zip
Name of Building		Phone ()	
Address	City	State	Zip
Roofing Contractor		Phone ()	
Address	City	State	Zip
Roof Area(square feet): _____ Material and Quantities used(Base Sheet) _____ (Cap membrane) _____			

MBTechnology (MBT), a corporation in the state of California with offices at 188 S. Teilman Ave. Fresno CA. 93706-1334, warrants that the MBTechnology roofing membranes and MBTechnology base flashing materials will withstand ordinary wear and tear by the elements and will be free of manufacturing defects with affect the ability of the products to maintain the roof in watertight condition during the period 10 years from the date of installation of the roof. This warranty applies only to the following MBTechnology roofing membranes and MBTechnology base flashing installed in accordance with current MBT specifications. (please mark the membranes used on the project)

- ☐ Ecotorch G
- ☐ Ecotorch S: Has to be covered with ecotorch G

EXCLUSIONS

Leaks caused by any of the following are excluded from this warranty: This warranty does not cover leaks which result from either occurrences beyond the control of MBTechnology, or mistreatment both of which include but are not limited to the following:

- 1) Mishandling or misapplication of the MBTechnology material or by application not in strict adherence with MBT current published specifications or application.
- 2) Any roofing materials or equipment installation, maintenance or repair caused by the owner or third parties not agreed to in writing by MBT.
- 3) Areas that lack positive and workable drainage resulting in ponding water.
- 4) (i) structural defects, movement or settlement of the premises for any reason, including faulty construction or defective materials in parapet walls, copings, chimneys, skylights, vents, roof decks or related metal works. (ii) Roofing base sheet or insulation (ridging) not installed according to good roofing practice and uplift standards; (iii) any animal or insect: (iv) intrusion by plants; (v) collisions and intentional conduct; (vi) fire or explosion; (vii) war, civil war, acts of terrorism or sabotage, riots, demonstrations, strikes or lockouts; (viii) all other natural catastrophic events including hurricanes, hail, windstorms, cyclones, floods, earthquakes; (ix) willful misrepresentation or fraud by owner; or (x) direct or indirect chemical attacks on MBT membrane and base flashing; (xi) exposure to ionized radiation or contamination by radioactivity from nuclear fuel or nuclear waste; (xii) excessive traffic or storage over the deck on which MBT

- material is installed; (xiii) infiltration or condensation of moisture in, through insulation, or around walls, copings, building structure or underlying or surrounding areas. (xiv) This warranty does not cover any issue related to application of coating including but not limited to peeling, flaking and cracking. These are maintenance item and is owner's responsibility.
- 5) Failure to register this warranty within 90 days of purchase to MBTechnology.

LIMITATION OF REMEDIES

This warranty does not apply to application over cooler, cold storage or freezer buildings.

MBTechnology's sole responsibility for breach of this limited warranty is the repair or replacement, at the Company's option, of that portion of the MBTechnology's materials that contain manufacturing defects or deterioration caused by ordinary wear and tear by the elements that have resulted in a roof leak. Repair or replacement of the deck or other materials used in conjunction with the roofing system not manufactured by MBTechnology is NOT included. The Company's maximum liability for cost of repairs or replacement during the first year after completion is the original cost of the MBTechnology materials only. After the first year, the Company's **MAXIMUM LIABILITY** is limited to the original cost of the MBTechnology's materials used on the roof reduced by ten percent (10.00 %) of the maximum liability during each year of this limited warranty, less any costs previously incurred by the Company for the repair or replacement during previous years. In no event shall MBTechnology be liable for a sum greater than the maximum liability of this limited warranty or for more than Two (2) times the proportional cost paid to the Company for the MBTechnology materials installed on the affected portion of this roof, whichever is less. This warranty shall only accrue to and be for the benefit of the original owner named herein. It shall not accrue to the benefit of, or be assignable to, any tenant of the building named herein or any purchaser successor, or assignee of original owner.

This warranty does not extend to workmanship in application of materials. All repairs must be authorized in writing in advance by: Manager, Technical Services, MBTechnology 188 S. Teilman Ave. Fresno Ca. 93706-1334.

THERE ARE NO WARRANTIES FRIM MBT TO OWNER WHICH EXTEND BEYOND THE DISCRPTION ON THE FACE HEREOF. ALL SPECIFICATION, DESCRIPTIVE INFORMATION, RECOMMENDATIONS OR TEST RESULTS WHICH MBT HAS PROVIDED THE OWNER, WHETHER ORALLY OR IN PRICE LIST CATALOGS, BROCHURES, SALES FORMS, TECHNICAL REPORTS OR OTHER DESCRIPTIVE LITERATURE DO NOT IN AND OF THEMSELVES CONSTITUTE WARRANTIES.

IN NO EVENT SHALL MBT BE LIABLE TO OWNER IN TORT, WHETHER FOR NEGLIGENCE UNDER THE DOCTRINE OF STRICT LIABILITY OR OTHERWISE, FOR ANY LOSS OR DAMAGE RESULTING FROM ANYMATERIAL DEFECT. THIS WARRANTY AND THE REMEDY PROVIDED FOR HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER OBLIGATIONS, LIABILITIES OR EXPRESS WARRANTIES, ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIES WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED. NO OFFICER, EMPLOYEE OR SALES PERSON OF MBT IS AUTHORIZED TO MODIFY THIS WARRANTY IN ANY FASHION EXCEPT IN WRITING AND APPROVEDBY THE PRESIDENT OF MBT. MBT ASSUMES NO RESPONSIBILITY FOR DAMAGES TO THESTRUCTURE OF THE BUILDING OR ITS CONTENTS FROM ANY TYPE OF LEAKS, OR ANY OTHER CONSEQUENTAIL OR INCIDENTAL DAMAGES.

Transferability: This warranty shall only accrue to, and be for the benefit of, the original owner named herein. It shall not accrue to the benefit of, or be assignable to, any tenant of the building named herein or any purchaser or assignee of the original owner.

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

Some states do not allow limitations on how long an implied warrant lasts or the exclusion of incidental or consequential damages so the above limitations or exclusions may not apply to you.

TO ROOFING CONTRACTOR: (all information must be completed to validate warranty) Detach & 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 to info@mbtechnology.com www.mbtechnology.com