

Layfast SBS Ten Year Limited Material Warranty

188 South Teilman Avenue
Fresno, CA 93706
800 621-9281

Conditions of Warranty

- A) MBTechnology (MBT) warrants the Layfast material 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 (10) years from the date of the product's completed, proper application.
- B) MBT shall, at its sole option, and Building Owners sole remedy, repair or replace the defective product. This remedy shall be limited and not exceed the original cost of the defective product that has proved to be defective, exclusive of the installation cost and labor costs or costs of flashing, metal work or other material supplied or manufactured by others. All handling and transportation charges are the responsibility of the building owner.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER GUARANTEES EXPRESSED OR IMPLIED, INCLUDING PURPOSE, AND IS SPECIFICALLY CONDITION ON UPON 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. "SPECIFICATIONS FOR LAYFAST". MBT. DOES NOT INSPECT MATERIAL ONLY WARRANTY PRODUCTS. ANY STATEMENT MADE OR 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 WHICH EXTERND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL SPECIFICATION, DESCRIPTIVE INFORMATION, RECOMMENDATIONS OR TEST RESULTS WHICH 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, FOR ANY LOSS OR DAMAGE RESULTING FROM ANY MATERIAL DEFECT. THE HOLDER OF THIS WARRANTY AND ALL MECHANTS PASSING THIS WARRANTY TO THE HOLDER HEREBY WAIVE ANY LIABILITY AS AGINST MBT IN TORT. THIS WARRANTY AND THE REMEDIES PROVIDED FOR HERIN ARE EXCLUSINVE 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 HERBY EXPRESSLY EXCLUDED IN ALL JURISDICTIONS THAT PERMIT THE EXCLUSION OF THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR 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:

- A) Leaks or damage caused by penetration (including penetration by fasteners).
- B) Leaks or damage cause 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 such as with staples.

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- 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 of fraud 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.

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 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 right irrevocably waives its rights under this warranty. Such a waiver does not effect MBT's rights, limitations on 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.

Notification

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, and tenant of the building named herein or any purchaser or assignee of original owner.