



UNDERLAYMENTS AND ACCESSORIES SEVEN YEAR LIMITED MATERIAL WARRANTY A LIMITED WARRANTY

For a complete list of products covered under this limited warranty – see signature page.

THIS LIMITED WARRANTY APPLIES ONLY TO PRODUCTS INSTALLED IN THE UNITED STATES (EXCLUDING HAWAII AND ALASKA). ALL PRODUCTS INSTALLED IN LOCATIONS WHERE THIS LIMITED WARRANTY DOES NOT APPLY ARE SOLD “AS IS” AND WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

TERMS AND CONDITIONS

MID-STATES ASPHALT PRODUCTS (“Mid-States”), warrants to the original consumer purchaser (the “Owner”) that, subject to the conditions set forth herein, for a period of **seven (7) years from the date of purchase** (the “Term”) for the Mid-States product identified below (“Product”), if manufacturing defects in the Product cause the Product to lose its watertight integrity and leaks result, then subject to the conditions, exclusions and other provisions detailed below, Mid-States, at its sole option will replace the necessary amount of Product to resolve the defect. This limited warranty does not cover any costs or expenses associated with the removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the Product. This limited warranty is applied in strict accordance with, and as part of Mid-States published application instructions in effect at the time of the application. This Product is sold “As-Is” and without warranty of any kind when used in any other application.

CONDITIONS TO WARRANTY COVERAGE

This limited warranty is additionally specifically conditioned upon the following matters, each and all of which shall be a precondition to any of Mid-State’s obligations hereunder:

1. **PROOF OF PURCHASE:** Claims under this limited warranty will require proof of purchase by the Owner. Mid-States shall not be responsible for any claims without such proof of purchase.
2. **NOTIFICATION TO MID-STATES:** Within thirty (30) days following the discovery of any manufacturing defect, the Owner must notify Mid-States of such defect by certified mail at 1637 51st Ave., Tuscaloosa, Alabama 35401.
3. **RIGHT OF INSPECTION:** Mid-States shall have a reasonable time after notification of a leak to inspect the Product and if Mid-States determine there are manufacturing defects covered by this limited warranty, Mid-States shall have ninety (90) days after receipt of notification to provide the amount of replacement Product necessary to make the repairs.
4. **COMPLIANCE WITH MID-STATES INSTRUCTIONS, RECOMMENDATIONS AND LIMITED WARRANTY:** In no event shall Mid-States be liable under this limited warranty or otherwise unless the Product has been stored, handled, installed and maintained in compliance with Mid-States’ application instructions, specifications and recommendations, and unless all of the terms and provisions of this limited warranty have been complied with. Furthermore, the product must be installed and maintained in accordance with good roofing practices.
5. **BUILDING AND STRUCTURE PLANS:** Because Mid-States does not practice engineering or architecture, neither the issuance of this limited warranty nor any review or inspection of the building, structure, plans, specifications or construction by a Mid-States representative shall constitute any warranty or representation by Mid-States with respect to the building, structure, plans, specifications or construction or in any way constitute an extension of the terms and

conditions of this limited warranty. ALL SUCH WARRANTIES AND REPRESENTATIONS ARE EXPRESSLY DISCLAIMED.

6. NONWAIVER: The Owner agrees that any post application inspection of the Product by Mid-States or its authorized representative shall not constitute a waiver of any terms, conditions, or limitations set forth in this limited warranty, including, but not limited to, the requirement that the Product be installed in full compliance with the terms and conditions set forth in Mid-States' most recent published application instructions, specifications and recommendations. FURTHER, THE OWNER HEREBY ACKNOWLEDGES THAT IT IS SOLELY THE OWNER'S RESPONSIBILITY TO DETERMINE THAT THE PRODUCT HAS BEEN INSTALLED IN COMPLIANCE WITH (i) ANY CONTRACT SPECIFICATIONS PROVIDED BY THE OWNER TO THE CONTRACTOR AND (ii) THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY.

EXCLUSIONS FROM COVERAGE:

Mid-States shall not be liable under any circumstances for:

1. Damage to any building or structure, either interior or exterior, or any property contained therein or for injuries or damages of any kind whatsoever.
2. Leaks or damages resulting from Acts of God, including, but not limited to, lightning, flood, wind, earthquake, hurricane, tornado, hail or other violent storm or casualty or impact of objects.
3. Leaks or damages resulting from insurrection, war, riot or vandalism, exposure of the Product to ionized radiation or contamination by radioactivity from any nuclear source, or chemical attack on the Product as the result of exposure to chemicals including, but not limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils, or organic or inorganic polar materials.
4. Inadequate drainage or leaks or damages resulting there from.
5. Structural defects or failures in the building(s) or structure(s) to which the Product is applied.
6. Building or structural expansion or additions or reductions, settling, shifting, distortion, failure or cracking of foundations or other system components exceeding 1/16" or leaks or damage caused or attributable to traffic or for damage attributable to alterations.
7. Leaks or damage resulting from any additional installation on or through the Product or flashing after the initial installation that is not consistent with Mid-States' application instructions.
8. Repairs or alterations to the Product or other system components or leaks or damages resulting there from, after the initial installation unless done in a manner prescribed by Mid-States' application instructions.
9. Infiltration or condensation of moisture around or under the foundation or other system components.
10. Splitting, cracking, blistering, delamination or separation of the Product due to underlying or overlying materials.
11. Misuse or abuse of the Product, including, but not limited to negligence or failure of the Owner to provide reasonable maintenance to the Product or leaks or damages resulting there from.
12. Faulty or improper workmanship or misapplication of the Product or leaks or damages resulting there from.
13. Damages to the building or structure, its contents, foundation or other system components.
14. Damage to the Product caused by the installation of a sprinkler system, water or air conditioning equipment, radio or television antenna, frame work for signs, water tower or other installation on the roof after the installation of the Product.
15. Removal, excavation, or replacement of concrete or other materials in connection with the testing, repair, removal, or replacement of the Product.
16. Leaks from any cause other than inherent manufacturing defect in the Product.

ACCESS TO THE ROOF

Owner shall provide free access to the roof and related premises to an authorized representative of Mid-States during the term of this warrant. The Owner shall bear this expense of removing and replacing any traffic surfaces or other appurtenances built over the roof if removal is necessary to investigate or repair any claim regarding the Product. Refusal of access shall result in the voiding of all warranties. Mid-States retains the right to make core extractions and properly repair such extractions. The expenses for extractions shall be borne by Mid-States.

ADDITIONAL REPAIRS

In the event repairs are required which are not covered by this warranty, Mid-States will advise Owner of such repairs to be made at the Owner's expense. If the required repairs are promptly made by the Owner, this warranty shall remain in effect for the unexpired portion of the original term. If Owner does not make the required repairs promptly, this warranty shall be automatically terminated without further notice from Mid-States.

CANCELLATION OF WARRANTY

This limited warranty shall become null and void if the submitted warranty information is incomplete and/or the following work is performed without prior written approval of Mid-States:

1. Any alterations or repairs to the roof, except as authorized by Mid-States.
2. Subsequent work on or through the roof.
3. Changes in building usage.
4. Abuse, neglect, improper maintenance by the Owner or his representative.

NO WARRANTY MODIFICATION

This limited warranty may not be modified except in writing signed by Mid-States' President. No representative, employee, agent of Mid-States or any other person, other than the President of Mid-States, has the authority to assume for Mid-States any additional or other liability or responsibility in connection with the Product or this limited material warranty.

NON-TRANSFERABILITY

This limited warranty shall accrue and inure only to the benefit of the Owner of the Product and shall not be assigned, sold or transferred in any manner whatsoever. Except where prohibited by law, any assignment, sale or transfer of this limited warranty or of the building to which the Product is applied shall extinguish all obligations of Mid-States contained herein or hereunder and all implied warranties and conditions including warranties and conditions of merchantability and fitness for a particular purpose.

MANDATORY BINDING ARBITRATION

Every claim, controversy or dispute of any kind whatsoever (each an "action") between you and Mid-States (including any of Mid-States' employees and/or agents) relating to or arising out of the Product shall be resolved by final and binding arbitration, regardless of whether the action sounds in warranty, contract, statute or any other legal or equitable theory. To arbitrate an action against Mid-States, you must initiate the arbitration in accordance with the applicable rules of arbitration of the American Arbitration Association (which are available online at www.adr.com or by calling the American Arbitration Association at 1-800-778-7879) and provide written notice to Mid-States by certified mail at 1637 51st. Ave., Tuscaloosa, Alabama 35401 within the time period prescribed immediately below.

GENERAL

This warranty is governed by and shall be construed in accordance with the internal laws of Alabama, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction.

LEGAL REMEDIES

Except whether prohibited by law, the obligation contained in this limited warranty is expressly in lieu of any and all other obligations, guarantees, warranties and conditions, express or implied, including any implied warranties or conditions of merchantability or fitness for a particular purpose, and of any other obligation or warranty on the part of Mid-States. In no event shall Mid-States be liable for consequential or incidental damages of any kind. Some states and provinces do not allow exclusion or limitation of implied warranties and conditions or incidental or consequential damages, so the above limitations or exclusions may not apply to you. NO action for breach of this limited warranty or any other action relating to or arising out of the product, its purchase or this transaction shall be brought later than one year after any cause of action had accrued. In jurisdictions where statutory claims or implied warranties and conditions cannot be excluded, all such statutory claims, implied warranties and conditions and all rights to bring actions for breach thereof expire one year (or such longer period of time if mandated by applicable laws) after the date of purchase. Some states and provinces do not allow limitations on how long implied warranties and conditions last, so the above limitation may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights which vary from state to state. Invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

Material purchased from: _____

Owner

Contractor's Name

Contractor's Address

City, State and Zip

Date of Application

Mid-States product applied:

- Quik-Stick HT**
- Quik-Stick HT Pro**
- Quik-Stick VF (Valley Fast)**
- Quik-Stick MP Granular**
- Quik-Stick IW (Ice & Water)**
- Quik-Stick HTHD**
- Quik-Stick Ice and Water Sand**
- (_____)