



# ROOFGARD – SB 20 YEAR LIMITED MATERIAL WARRANTY

The terms and requirements of this Limited Material Warranty (“Limited Warranty”) apply to IKO Industries Limited (“IKO”), and the Homeowner (“the Owner”).

IKO hereby warrants to the Owner of a single-family residence on which IKO ROOFGARD-SB has been installed as a roof underlayment (hereinafter referred to as “the Underlayment”) that the Underlayment will remain free of any manufacturing defect resulting in water leakage during the applicable warranty period, subject to the conditions and limitations listed below. This Limited Warranty is applicable only to Underlayment installed in the United States. This “Limited Warranty” applies to product installed in accordance with IKO published specifications and application recommendations in effect at the time of roof application.

## LIMITATION OF LIABILITY

During the Limited Warranty period, IKO’s maximum liability, subject to the conditions and exclusions listed herein, is calculated as the original cost of the defective underlayment multiplied by the unexpired fraction of the Limited Warranty period (See example calculation.)

## MODIFICATION OF WARRANTY

1. TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF IKO OF ANY NATURE WHATSOEVER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THE FACE HEREOF. IKO WILL NOT BE LIABLE FOR ANY ORAL STATEMENT OR OTHER WRITTEN STATEMENT ABOUT THE UNDERLAYMENT OR THE ROOF DESIGN, WHETHER SUCH STATEMENTS ARE MADE BY AN AGENT OR EMPLOYEE OF IKO OR BY ANY OTHER PERSON. IKO DOES NOT AUTHORIZE ITS REPRESENTATIVES, DISTRIBUTORS, CONTRACTORS OR DEALERS TO MAKE ANY CHANGES OR MODIFICATIONS TO THIS WARRANTY.

2. The provisions of this Limited Warranty are in addition to and not a derogation from the statutory warranties, rights and remedies, if any, contained in any applicable consumer protection legislation.

## NON-TRANSFERABILITY

This Limited Warranty applies to the original Owner and is not transferable in any manner whatsoever.

## OWNER RESPONSIBILITIES

1. To obtain performance under this Limited Warranty, the Owner shall notify IKO in writing by certified mail within 30 days following the discovery of the warranted defect. The Owner shall provide free access to the area of the suspect IKO product for agents or employees of IKO to inspect the area, and to make whatever investigations or examinations they may consider appropriate. The Owner must provide proofs of purchase to in order for IKO to consider the claim and substantiate the original date of the IKO Underlayment installation. No action for breach of this Limited Warranty or any other action against IKO relating to or arising out of the underlayment, its purchase or this transaction, shall be brought later than one year after any cause of action has accrued.

2. The Owner must exercise reasonable care in maintaining the Underlayment. The Underlayment must remain covered after the overlying shingles have been installed.

3. The Owner must prove that water leakage has resulted solely from the defectively manufactured Underlayment and from no other cause. The Owner must pay for all handling and transportation costs for any replacement Underlayment.

## CONDITIONS AND EXCLUSIONS

1. KO will have no obligation under this Limited Warranty until such time as IKO, the Roofing Contractor and Material Suppliers have been fully paid for all installation services, supplies and materials.

2. IKO’s liability shall apply only to water leakage resulting solely from the defectively manufactured Underlayment and from no other cause. Without limiting the generality of the foregoing, IKO shall have no liability for any damage resulting from:

- a) leaks or damage from any penetrations, including penetrations from fasteners, or
- b) workmanship or failure by the Roofing Contractor to install any or all of the Underlayment in strict accordance with IKO specifications and application instructions in effect at time of installation, and approved building practices, or
- c) structural defects, settlement, distortion, cracking, or failure of substrate or the roofing base over which the Underlayment is applied, or inadequate performance of products not manufactured or sold by IKO, or
- d) any damage if the roof is altered after initial installation of the roofing system, whether any such alteration is by structural additions, changes, or replacement or equipment installations (including without limitations, aerials, signs, water towers, fan housings, air conditioning equipment, television antennas and skylights) except where a written request has been sent to IKO in advance of such alterations, and IKO provides written permission for such alterations, or
- e) infiltration or condensation of moisture in, through or around walls, coping, building structure or underlayment or surrounding material, or
- f) any damage caused by lightning, gale, hurricane, tornado, tempest, hailstorm, ice storm, earthquake, flood, fire, explosion, impact of foreign objects or from abuse or mistreatment of the Underlayment, civil insurrection, war, riot, vandalism, or
- g) chemical attack from any chemical materials including but not limited to greases, solvents, oils, or other chemicals.

3. In furtherance of and not in limitation of the foregoing, IKO will have no liability under this Limited Warranty for: (a) any variation in color or shading of the Underlayment; (b) any damage to the interior or exterior of any building or any property contained therein; (c) any costs incurred for repair or replacement not authorized in writing by IKO; (d) any damage caused by any cause other than a manufacturing defect; (e) any costs related to disposal; or (f) any costs related to the removal of any asbestos present in the roof to which the Underlayment is installed.

4. In all cases, the replacement Underlayment is warranted only for the remainder of the original Underlayment Limited Warranty.

5. IKO reserves the right to discontinue or modify any of its products, without notice to the Owner and shall not be liable to the Owner as a result of this modification or discontinuance. IKO will have no liability in the event that replacement material may vary in color in comparison to the original product as a result of product changes or normal weathering.

6. THIS LIMITED WARRANTY DOES NOT INCLUDE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

7. The unenforceability of any provision stated herein will not effect the enforceability of any other provision which will remain in full effect.

## METHOD OF CALCULATION FOR IKO’S LIABILITY - 20-year Limited Material Warranty period:

Cost reduction factor for first 84 months =  $n/120$

Cost reduction factor for balance of warranty term =  $n/300$

**SAMPLE CALCULATION:** A manufacturing defect resulting in leaks is found in IKO ROOFGARD-SB in October, 2015. The underlayment was installed in January, 2007. A total of 105 months have elapsed since installation. IKO’s maximum material cost share would be reduced by  $(84/120=0.70) + (21/300=0.07) = 0.77$ , or 77%. Therefore, IKO’s maximum liability would be 23% towards the replacement underlayment material cost.

## UNITED STATES:

6600 S. CENTRAL AVE., CHICAGO, IL. 60638

Roofgard SB-USLimMat02-06

