



COMMERCIAL AND INDUSTRIAL ROOFING LIMITED MATERIAL WARRANTY

PERSONAL INFORMATION

Contractor Company: _____ Ph.: _____

Address: _____ Fax: _____

Building Owner's Name: _____ Ph.: _____

Address: _____ Fax: _____

Name of Building: _____

Installation Address: _____

Surface Area Covered: _____

Roofing Membrane: _____

Flashing Membrane: _____

WARRANTY PERIOD FOR TYPE OF CAP SHEET MEMBRANE INSTALLED

ARMOURPLAST CLASSIC®* - 10 YEARS. ARMOURPLAST GRANULAR - 12 YEARS. ARMOURSTICK® HD - 12 YEARS.

180-CAP - 10 YEARS. IKOGLASS BUILT-UP ROOF TYPE IV - 10 YEARS. 250-CAP - 12 YEARS.

ARMOURCOOL® - 12 YEARS. 2 plies MF-95-SS WITH FLOOD & GRAVEL - 12 YEARS. PREVENT or HD-CAP - 12 YEARS.

* Coating required for Limited Warranty coverage.

Contractor Signature: _____ Installation Date: _____

METHOD OF CALCULATION FOR IKO'S LIABILITY

Membranes with a 10-year Limited Material Warranty period:

IKO Protection Period = 3 years
Cost reduction factor for first 72 months = $n/100$
Cost reduction factor for balance of warranty term = $n/172$

Membranes with a 12-year Limited Material Warranty period:

IKO Protection Period = 3 years
Cost reduction factor for first 84 months = $n/120$
Cost reduction factor for balance of warranty term = $n/206$

SAMPLE CALCULATION

A manufacturing defect resulting in leaks is found in a Membrane constructed of Modiflex MF-95-SS base sheet and an MP-250-Cap sheet (a 12-year Limited Material Warranty Membrane) in October 2008. The Membrane was installed in January 2000. A total of 105 months have elapsed since installation. IKO's maximum material cost share would be reduced by $(84/120=0.70) + (21/206=0.10) = 0.80$, or 80%. Therefore, IKO's maximum liability would be 20% towards the replacement membrane material cost.



COMMERCIAL AND INDUSTRIAL ROOFING LIMITED MATERIAL WARRANTY

The terms and requirements of this Limited Material Warranty ("Warranty") apply to IKO Industries Limited ("IKO"), the Roofing Contractor ("the Roofing Contractor"), and the Building Owner ("the Owner").

IKO hereby warrants to the Owner of a building on which IKO products have been installed as a roof Membrane (hereinafter referred to as "the Membrane") that the Membrane 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 Warranty is applicable only to Membranes installed in Canada, or Membranes purchased from an approved IKO exporter. 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 first three years of the Warranty period, IKO shall pay the reasonable costs for the material required to replace the defective Membrane (exclusive of costs of metal flashings, metal work, ballast, or other materials supplied or manufactured by others) less any costs previously incurred by IKO for the replacement of the Membrane. After the first three years of the Warranty period, IKO's maximum liability is calculated as the original cost of the defective Membrane multiplied by the unexpired fraction of the Warranty period (See reverse for details and an example calculation.)

MODIFICATION OF WARRANTY

1. THIS 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 MEMBRANE OR THE ROOF DESIGN, WHETHER SUCH STATEMENTS ARE MADE BY AN AGENT OR EMPLOYEE OF IKO OR BY ANY OTHER PERSON, OTHER THAN THE PRESIDENT OF IKO. IKO DOES NOT AUTHORIZE ITS REPRESENTATIVES, DISTRIBUTORS, CONTRACTORS OR DEALERS TO MAKE ANY CHANGES OR MODIFICATIONS TO THIS WARRANTY.

2. The provisions of this 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 Warranty applies to the original Owner and is not transferable in any manner whatsoever.

OWNER RESPONSIBILITIES

1. To obtain performance under this Warranty, the Owner shall notify IKO in writing by certified mail within 30 days following the discovery of the warranted defect. Notification of claim shall be accompanied by a cheque payable to IKO Industries in the amount of Two Hundred dollars (\$200.00) to cover the cost of inspection. This amount will be refunded to the Building Owner in the event that IKO confirms that the leaks resulted directly due to manufacturing defects in the roofing system materials supplied by IKO. 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 substantiate the original date of the IKO Membrane installation. No action for breach of this Warranty shall be brought later than one (1) year after any cause of action has accrued.

2. The Owner must exercise reasonable care in maintaining the Membrane.

3. The Owner must prove that water leakage has resulted solely from the defectively manufactured Membrane and from no other cause.

CONDITIONS AND EXCLUSIONS

1. IKO will have no obligation under this 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 Membrane and from no other cause. Without limiting the generality of the foregoing, IKO shall have no liability for any damage resulting from:

- workmanship or failure by the Roofing Contractor to install any or all of the Membranes in strict accordance with IKO specifications and application instructions in effect at time of installation, and approved building practices, or
- structural defects, settlement, distortion, cracking, or failure of substrate or the roofing base over which the Membrane is applied, or inadequate performance of products not manufactured or sold by IKO, or (NOTE: Membranes must not be torched to combustible substrates)
- 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 such alterations are performed by an approved contractor, and IKO provides written permission for such alterations, or
- unusual traffic, or from use as a storage area or recreational surface or for any other purpose for which it was not designed, or
- any change in the use of the building or a change in the technology associated with the processes carried on within the building from those for which it was originally designed, or
- standing water; drainage must meet Canadian Roofing Contractors Association (CRCA) or National Roofing Contractors Association (NRCA) minimum recommendations, or
- infiltration or condensation of moisture in, through or around walls, coping, building structure or underlayment or surrounding material, or
- failure of the owner to exercise reasonable care in maintaining the Membrane, such as a maintenance program recommended by either the CRCA or NRCA, or
- 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 Membrane, civil insurrection, war, riot, vandalism, or
- chemical attack from any chemical materials including but not limited to greases, solvents, oils, or other chemicals.
- any damage due to animals, birds, pests, vermin, or their waste products (e.g., bird droppings/guano)
- on roof assemblies, including but not limited to inverted roof assemblies, costs for removal of equipment and all overburden are also excluded.

3. In furtherance of and not in limitation of the foregoing, IKO will have no liability under this warranty for: (a) any variation in color or shading of the Membrane; (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 Membrane is installed.

4. In all cases, the replacement Membrane is warranted only for the remainder of the original Membrane 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 WARRANTY DOES NOT INCLUDE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some provinces 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 affect the enforceability of any other provision that will remain in full effect.

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