





# COMMERCIAL/INDUSTRIAL ROOFING LIMITED LABOUR AND MEMBRANE WARRANTY

Number \_\_\_\_\_

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

IKO hereby warrants to the Owner of a building on which IKO roofing, membrane 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.

### LIMITATIONS OF LIABILITY

In the event that the Membrane is found by IKO to contain manufacturing defects resulting in leaks during the Warranty period, IKO at its sole election shall either:

1. pay the reasonable costs for labour and material required to repair or replace the defective Membrane (exclusive of costs of metal flashings metal work, ballast, coverboard, vapour barrier, or insulation) less any costs previously incurred by IKO for the repair or replacement of the Membrane; or
2. refund to the Owner an amount equal to the reasonable costs for labour and material required to repair or replace the defective Membrane, provided, however, that IKO's obligation to refund such costs shall be limited to no more than twice the amount actually received by IKO as payment for the Membrane.

### 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.

### OWNERS RESPONSIBILITIES

1. To obtain protection under this Warranty, the Owner shall notify IKO in writing by certified mail within 30 days following the discovery of a 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 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:
  - a. 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
  - b. structural effects, 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
  - c. 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
  - d. unusual traffic, or from use as a storage area or recreational surface or for any other purpose for which it was not designed, or
  - e. 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
  - f. standing water; drainage must meet Canadian Roofing Contractors Association (CRCA) or National Roofing Contractors Association (NRCA) minimum recommendations, or
  - g. infiltration or condensation or moisture, in through or around walls, coping building structure or underlayment or surrounding material, or
  - h. 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
  - i. any damage caused by lighting, 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
  - j. chemical attack from any chemical materials including but not limited to greases, solvents, oils, or other chemicals.
  - k. any damage due to animals, birds, pests, vermin, or their waste products (e.g., bird droppings/guano)
  - l. 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 colour 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 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 colour 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.
7. The unenforceability of any provision stated herein will not affect the enforceability of any other provision which will remain in full effect.

**Warranty term & Expiration Date:** \_\_\_\_\_

**IKO Industries Limited:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Authorized Signature