



# COMMERCIAL AND INDUSTRIAL MODULAR GREEN ROOF LIMITED LABOUR AND MEMBRANE WARRANTY

Number MGR -

**PERSONAL INFORMATION:**

**Contractor Company:** \_\_\_\_\_ Ph. # \_\_\_\_\_

Address: \_\_\_\_\_ Fax # \_\_\_\_\_

**Registration Number:** \_\_\_\_\_

**Building Owner's Name:** \_\_\_\_\_ Ph. # \_\_\_\_\_

Address: \_\_\_\_\_ Fax # \_\_\_\_\_

**Name of Building and intended use:** \_\_\_\_\_

Installation Address: \_\_\_\_\_

**Consultant/Inspector:** \_\_\_\_\_ Ph. # \_\_\_\_\_

Address: \_\_\_\_\_ Fax # \_\_\_\_\_

**Architect/Specifier:** \_\_\_\_\_ Ph. # \_\_\_\_\_

Address: \_\_\_\_\_ Fax # \_\_\_\_\_

**JOB/PRODUCT INFORMATION:**

Roofing System: New Roof: \_\_\_\_\_ Re-Cover: \_\_\_\_\_ Tear Off: \_\_\_\_\_

System Design: \_\_\_\_\_ (Designation as per IKO's Technical Specification Manual, eg. SI 1042, SM 2037 etc.)

Deck Type: \_\_\_\_\_ Surface Area Covered: \_\_\_\_\_ ft<sup>2</sup> (min. 2500 ft<sup>2</sup>)

**IKO PRODUCTS USED:** (when included in roofing assembly, products manufactured or available from IKO Industries should be utilized unless approved in writing by IKO Technical Services)

Vapour Retardant: \_\_\_\_\_ Insulation: \_\_\_\_\_ Overlay Board: \_\_\_\_\_

Roofing Membrane: \_\_\_\_\_

Flashing Membrane: \_\_\_\_\_

MGR Modules Size & Number: \_\_\_\_\_

**OTHER PRODUCTS USED:** (eg. primers, bitumen, cants, etc.) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**WORK SCHEDULE**

**Membrane Installation Start Date:** \_\_\_\_\_ **Membrane Installation Finish Date** \_\_\_\_\_

**MGR Modules Start Date:** \_\_\_\_\_ **MGR Modules Finish Date:** \_\_\_\_\_

Note: MGR Modules must be installed within 12 months of membrane installation completion.



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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 MGR system has been installed as a roof System that the Membrane System 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 Membrane Systems installed in Canada, or Membrane Systems 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 System 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 System as well as remove and reinstall the Modular System (exclusive of the costs of vegetative materials, metal flashings, metal work, ballast, coverboard, vapour barrier, or insulation) less any costs previously incurred by IKO for the repair or replacement of the System; 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 System, 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 System

## 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 protection under this 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 substantiate the original date of the IKO Membrane System 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 System.
3. The Owner must prove that water leakage has resulted solely from the defectively manufactured Membrane System 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 System 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 Membrane Systems in strict accordance with IKO specifications and application instructions in effect at time of installation, and approved building practices, or
  - b) structural defects, settlement, distortion, cracking, or failure of substrate or the roofing base over which the Membrane System 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 Membrane 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 of 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 System, such as a maintenance program recommended by either the CRCA or NRCA, or
  - i) 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 System, 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, costs for removal of equipment 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 System; (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 System is installed.
4. In all cases, the replacement Membrane System is warranted only for the remainder of the original Membrane System 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 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. 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 effect the enforceability of any other provision which will remain in full effect.

## WARRANTY TERM & EXPIRATION:

IKO INDUSTRIES LIMITED \_\_\_\_\_

Authorized Signature

DATE \_\_\_\_\_

EASTERN CANADA: 71 ORENDA ROAD, BRAMPTON, ONTARIO L6W 1V8

WESTERN CANADA: P.O. BOX 1325, CALGARY, ALBERTA T2G 5B5  
MM3L204 MK IKO WAR COM MD GRNRF NPR -E 01-08