



## AQUABARRIER 5-YEAR LIMITED WATERPROOFING MATERIAL WARRANTY

### PERSONAL INFORMATION

Contractor Company: \_\_\_\_\_ Ph.: \_\_\_\_\_  
 Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Building Owner's Name: \_\_\_\_\_ Ph.: \_\_\_\_\_  
 Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Name of Building: \_\_\_\_\_  
 Installation Address: \_\_\_\_\_  
 Surface Area Covered: \_\_\_\_\_ ft<sup>2</sup>  
 Membrane\*: \_\_\_\_\_

### WARRANTY PERIOD FOR TYPE OF CAP SHEET MEMBRANE INSTALLED

**\*NOTE: Only the following properly installed membranes will be covered under this Warranty. Please refer to IKO's installation guide for installation guidelines.**

- AquaBarrier AVB     AquaBarrier FP     AquaBarrier TWF  
 AquaBarrier AVB LT     AquaBarrier TG     AquaBarrier VP

**\*\*IKO Accessory products must be used in the application of the above mentioned AquaBarrier products. Please see IKO installation guideline for further details.**

Contractor Signature: \_\_\_\_\_ Installation Date: \_\_\_\_\_

### METHOD OF CALCULATION FOR IKO'S LIABILITY \_\_\_\_\_

IKO Protection Period = 1 year      Cost reduction factor after first year = n/60 Limited Material

### SAMPLE CALCULATION

A manufacturing defect resulting in leaks is found in a Membrane in October, 2016. The Membrane was installed in January, 2013. A total of 45 months have elapsed since installation. IKO's maximum material cost share would be reduced by  $45/60 = 75\%$ . Therefore, IKO's maximum liability would be 25% towards the replacement membrane material cost.



## AQUABARRIER 5-YEAR LIMITED WATERPROOFING MATERIAL WARRANTY

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

IKO hereby warrants to the Owner of a building/structure on which IKO products have been installed as a waterproofing and / or vapour barrier 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 North America.

### LIMITATION OF LIABILITY

During the first year 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, backfill, overburden, or other materials supplied or manufactured by others) less any costs previously incurred by IKO for the replacement of the Membrane. After the first year 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 BUILDING'S 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. 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 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 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 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 defects, settlement, distortion, cracking, or failure of substrate or the base over which the Membrane is applied, or inadequate performance of products not manufactured or sold by IKO, or
  - c. any damage if the assembly is altered after initial installation of the Membrane, whether any such alteration is by structural additions, changes, or replacement of component materials, or
  - d. infiltration or condensation of moisture in, through or around wall veneer, coping, building structure or underlayment or surrounding material, or
  - e. 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
  - f. chemical attack from any chemical materials including but not limited to greases, solvents, oils, or other chemicals
  - g. any damage due to animals, birds, pests, vermin, or their waste products (e.g., bird droppings/guano).
  - h. 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 damage to the interior or exterior of any building or any property contained therein; (b) any costs incurred for repair or replacement not authorized in writing by IKO; (c) any damage caused by any cause other than a manufacturing defect; (d) any costs related to disposal; or (e) any costs related to the removal of any asbestos present in the substrate 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.
6. THIS WARRANTY DOES NOT INCLUDE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some Provinces or 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 affect the enforceability of any other provision which will remain in full effect.