

SINGLE-PLY MEMBRANE MATERIAL LIMITED WARRANTY

Installation Date _____

Building Name _____ Phone _____

Address _____

City _____ State/Province _____ ZIP/Postal Code _____

Building Owner _____ Phone _____

Address _____

City _____ State/Province _____ ZIP/Postal Code _____

Roofing Contractor _____ Phone _____

Address _____

City _____ State/Province _____ ZIP/Postal Code _____

IKO Commercial Applicator Number (if applicable) _____ Roof Area (Square Feet) _____

Select which TPO membrane has been installed:

___ Innovi 45-mil
15 Years

___ Innovi 60-mil
20 Years

___ Innovi 80-mil
20 Years

The terms and requirements of this Membrane Material Limited Warranty ("Warranty") apply to IKO Industries Ltd. with respect to Membranes installed in Canada and IKO Industries, Inc. with respect to Membranes installed in the United States, (hereinafter "IKO"), the Roofing Contractor (hereinafter, "Applicator"), and the Building Owner (hereinafter, "the Owner").

IKO hereby warrants to the Owner of a building on which IKO products have been installed as a roof Membrane (hereinafter, "the Membrane") that the Membrane will withstand ordinary wear and tear by the elements so as to maintain a watertight roof and will be free of any manufacturing defect resulting in a leak during the applicable Warranty Term, subject to the conditions and limitations listed below. This limited warranty applies to product installed in accordance with all published IKO specifications and application recommendations in effect at the time of roof application.

LIMITATION OF LIABILITY

During the first three years of the Warranty Term, IKO shall pay the reasonable costs for the material required to, at the sole discretion of IKO, either repair or replace the defective area of Membrane, exclusive of all other costs to repair or replace any other roofing system components, less any costs previously incurred by IKO for the repair or replacement of the Membrane. After the first three years of the Warranty Term, IKO's maximum liability shall be prorated to the original cost of the defective Membrane multiplied by the unexpired fraction of the Warranty Term.

MODIFICATION OF WARRANTY

1. THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF IKO OF ANY NATURE WHATSOEVER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE PROHIBITED BY LAW. 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 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. Notices should be sent to IKO Industries Ltd., ATTN: Warranty Services Department, 40 Hansen Rd. South, Brampton, ON L6W 3H4.
2. 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.
3. The Owner must show proof that the Membrane has been maintained in accordance with the maintenance requirements found at www.iko.com/innovi.
4. The Owner must prove that water leakage has resulted solely from a manufacturing defect in the Membrane or the Membrane's inability to withstand ordinary wear and tear by the elements, and from no other cause.

CONDITIONS AND EXCLUSIONS

1. IKO will have no obligation under this Warranty until such time as IKO and the Applicator have been fully paid for all installation services, supplies and materials.
2. IKO's liability shall apply only to water leakage resulting solely from a manufacturing defect in the Membrane or the Membrane's inability to withstand ordinary wear and tear by the elements 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 Applicator 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 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)
 - 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, cell phone towers, solar panels and skylights) except where a written request has been sent to IKO in advance of such alterations, and such alterations are performed by an IKO 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, 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, 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 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 Term.
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 jurisdictions 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.

BINDING ARBITRATION

EVERY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND WHATSOEVER (EACH AN "ACTION") BETWEEN YOU AND IKO (INCLUDING ANY OF IKO'S EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF THE MEMBRANE OR THIS WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. YOU AND IKO AGREE THAT ANY ACTION WILL BE ARBITRATED ON AN INDIVIDUAL BASIS AND THAT NO CLAIM(S) WILL BE CONSOLIDATED OR AGGREGATED WITH THE CLAIM(S) OF ANY OTHER PERSONS BY CLASS ACTION, CLASS ARBITRATION, IN A REPRESENTATIVE CAPACITY OR OTHERWISE. TO ARBITRATE AN ACTION AGAINST IKO, YOU MUST INITIATE THE ARBITRATION, FOR U.S. CLAIMS, IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, TO BE CONDUCTED BY A SINGLE ARBITRATOR IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION; AND FOR CANADIAN CLAIMS, IN ACCORDANCE WITH THE ARBITRATION ACT, R.S.A. 2000, c. A-43, ALBERTA, AS MAY BE AMENDED; AND YOU MUST COMMENCE THE ARBITRATION AND PROVIDE WRITTEN NOTICE TO IKO BY CERTIFIED MAIL AT THE APPLICABLE ADDRESS NOTED IN THE WARRANTY, WITHIN THE APPLICABLE TIME PERIOD SET OUT IN THIS WARRANTY. IF YOU PREVAIL ON YOUR CLAIMS IN THE ARBITRATION, IKO WILL REIMBURSE YOU FOR ANY FILING AND ADMINISTRATIVE FEES PAID BY YOU TO THE ARBITRATION ORGANIZATION. Some jurisdictions do not allow mandatory arbitration, so the above arbitration provision may not apply to you in those jurisdictions. An Action may also be referred to another arbitration organization if you and IKO agree in writing. IKO will not elect arbitration for any Action you file in court in which you agree not to seek to recover more than \$25,000, including attorneys' fees and costs, so long as the claim is individual and pending only in that court. You may also reject this arbitration provision by notifying IKO in writing within 45 days after the installation of the Membrane. If any portion of this arbitration provision is not enforced in the arbitration, then either you or IKO can file a lawsuit in court to adjudicate the arbitrability of the Action and the enforceability of the portion of the arbitration provision at issue.