



# IKO INDUSTRIES INC.

## Stormtite Limited Material Warranty



Owner's Name: \_\_\_\_\_ Contractor's Signature \_\_\_\_\_

Address: \_\_\_\_\_ Date of Application: \_\_\_\_\_  
 \_\_\_\_\_ (mm) (dd) (yy)

Contractor's Name: \_\_\_\_\_ Product Applied: \_\_\_\_\_

Address: \_\_\_\_\_ Color: \_\_\_\_\_

\_\_\_\_\_ Contract Price: \_\_\_\_\_

Phone #: \_\_\_\_\_ Number of Bundles: \_\_\_\_\_

This document sets forth the terms and conditions of the IKO Stormtite Limited Material Warranty ("Limited Warranty") coverage applicable for the IKO Stormtite synthetic underlayment installed as part of your IKO product steep slope roofing application. This Limited Warranty represents the sole warranty provided by IKO Industries Inc. ("IKO") with respect to the IKO Stormtite synthetic underlayment installed on your Building, and replaces any and all other written or oral representations and warranties which may otherwise be applicable (subject to any mandatory overriding statutory warranties, rights and remedies which may apply in your jurisdiction) and/or which may have been made to you by any person or entity whatsoever. This Limited Warranty is not valid unless, and may not be modified in any fashion except by a written modification, signed by an authorized corporate officer of IKO. Please note that your Roofing Contractor is not an employee or representative of IKO and accordingly has no authority to sign or make any changes or modifications to this Limited Warranty, or to provide additional or other warranties on behalf of IKO. If you have questions about your coverage under this Limited Warranty, please contact IKO directly for assistance.

**THIS LIMITED WARRANTY APPLIES ONLY TO IKO STORMTITE SYNTHETIC UNDERLAYMENT PURCHASED AND INSTALLED IN THE UNITED STATES OR PURCHASED AND INSTALLED IN CANADA. ALL PRODUCTS PURCHASED OR INSTALLED IN LOCATIONS WHERE THIS LIMITED WARRANTY DOES NOT APPLY ARE SOLD "AS IS" AND WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

This Limited Warranty, subject to its terms and conditions, provides you a remedy during the Term (as defined below) in the event a manufacturing defect directly causes your Underlayment to leak. It is not a warranty or representation of how long the Underlayment will last.

### DEFINITIONS

There are many terms in this Limited Warranty that have specific meanings. For your convenience, some of the terms are listed below:

"Building" means the residential or commercial structure upon which the IKO Stormtite synthetic underlayment product covered by this Limited Warranty has been installed.

"IKO" means IKO Industries Inc, presently located at 80 Stafford Drive, Brampton Ontario L6W 1L4.

"Limited Warranty" means the limited warranties and your coverage provided by IKO for your IKO Stormtite synthetic underlayment, as expressly set out in this document. These are the only warranties being provided by IKO.

"Underlayment" means the IKO Stormtite synthetic sheet installed underneath your IKO roofing shingles as part of your steep slope roofing system. It does not include any other product or material, made by IKO or otherwise, used in the installation of your steep slope roofing system.

"Owner" means the owner of the Building at the time that the Underlayment was installed on the Building.

"Purchase" or "Purchased" means the purchase of the Underlayment covered by this Limited Warranty.

"Roofing Contractor" means the person, company or other legal entity that was contracted by the Owner to install the Underlayment on the Building. IKO does not take responsibility or warrant the work of the Roofing Contractor, unless otherwise explicitly set out in and then limited to the terms of this Limited Warranty.

"Term" means the duration of this Limited Warranty as set out herein as the Term.

### LIMITED WARRANTY COVERAGE

Subject to the conditions set out herein, in the event that the Underlayment is determined by IKO to have a manufacturing defect which directly causes your Underlayment to leak during the fifteen (15) year Term of this Limited Warranty, then, subject to the conditions, exclusions and other provisions detailed below, IKO will at its option either (a) pay for the reasonable cost of Underlayment material, limited to only such Underlayment material that is required to replace the affected Underlayment, such costs, however, to be reduced by 1/180 for each month since the date of purchase of the Underlayment and the date that IKO is notified of the potential claim, or (b) provide replacement Underlayment material to replace the affected Underlayment, all in accordance with the terms of this Limited Warranty. IKO will not in any event be responsible for any costs of labor, repairing, replacing or relocating any non-Underlayment material, or any other costs or damages, including, without limitation, ballast/overburden, shingles, flashings, metal work or other materials supplied or manufactured for use in this steep slope roofing application, damage to other roof components, the Building, any material or equipment thereon or therein and any injury or death to persons. IKO's maximum obligation to provide coverage under this Limited Warranty or otherwise shall be limited to no more than the amount of monies actually originally received by IKO as payment for the affected Underlayment.

The Term of this Limited Warranty commences on the date of the sales invoice for the Purchase of the Underlayment and ends fifteen (15) years thereafter (the "Term"). Coverage is only available if the Underlayment has been installed in a good and workmanlike manner in accordance with IKO's published application instructions and all applicable building codes, provided further that the leak is not the result of an otherwise excluded cause as set out herein.

### CONDITIONS AND EXCLUSIONS

- IKO will have no obligations under the Limited Warranty until such time as IKO, the Roofing Contractor and the Underlayment material supplied, all installation services, supplies and other materials have been fully paid for. If IKO, the Roofing Contractor, and the material suppliers have not been paid in full for all installation services, supplies and materials within six months of the substantial completion of the steep slope roofing application on the Building, the Limited Warranty will be voided, and IKO shall have no liability hereunder.
- Coverage under this Limited warranty is excluded or terminated, as case may be if:
  - (a) the Underlayment has not been installed in a good and workmanlike manner in accordance with IKO's published specifications at the time of installation, all other written instructions provided by IKO and all applicable building codes; or (b) the Underlayment is exposed to UV after installation of the roof cladding (i.e. shingles) ; or (c) the Underlayment is installed and left uncovered without roof cladding (i.e. shingles) for more than thirty (30) days.
- IKO shall not be liable under any circumstances for:
  - (a) Penetrations to the Underlayment, including penetrations by fasteners of any kind; (b) Animals, birds, pets, vermin or their waste products (i.e. bird droppings/ guano); (c) Misuse or abuse of the Underlayment, prior to, during or after application; (d) Inadequate or faulty structural design or structural defects of the Home; (e) Building alterations or use of the Building such that the Underlayment is negatively impacted; (f) Natural disasters or Acts of God, including but not limited to lightning, gale, tempest, tornado, hurricane, earthquake, hail storm, fire, flood, explosion, impact of foreign object regardless of source, civil insurrection, war, riot, vandalism, or other causes beyond IKO's control; (g) Any cause for which standard or in place insurance policies may provide coverage; (h) Costs for labor, removal or replacement of other materials employed in the roofing application; (i) Damage to the interior or exterior of the Building or contents therein; (j) Costs relating to the disposal of the Underlayment or any other materials associated with any potential claim under this Limited Warranty; (k) Injury to or death of a person or persons; (l) Costs or damage resulting from the failure of any party to report to IKO on a timely basis of any suspected leaks involving the Underlayment or failure to provide notice of alleged defect discovery within the time period set out herein; (m) Any repair or replacement costs not authorized in writing by IKO; and (n) Leak or damage from any cause other than a manufacturing defect directly resulting in a leak.
- IKO SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE BUILDING OR ITS CONTENTS, LOSS OF PROFIT, BUSINESS INTERRUPTION OR ANY OTHER COST NOT SPECIFICALLY DEFINED AS COVERED IN THIS LIMITED WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### OWNER RESPONSIBILITIES

If the Owner wants to make a claim hereunder, the Owner shall notify IKO in writing within 15 days following the discovery of the potentially warranted defect. Failure to timely give Seller notice of a defect, or unauthorized repairs or alterations, or misuse or misapplication of the product makes this Limited Warranty NULL and VOID." The owner shall provide free access to the roofing application on the Building, including the attic space, for agents or employees of IKO to inspect the roofing application and to make whatever investigations or examinations they may consider appropriate. Failure to provide such access shall render this Limited Warranty null and void.