COMMERCIAL/INDUSTRIAL ROOFING
DIAMOND SHIELD LIMITED WARRANTY

Number _____

PERSONAL INFORMATION:

Contractor: _____ 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: _____

Deck Type: _____ Surface Area Covered: _____ ft^2

IKO PRODUCT USED

Vapour Retardant: _____ Insulation: _____ Overlay Board: _____

Roofing Membrane: _____

Flashing Membrane: _____

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

_____

_____

Work Schedule – Start Date: _____ **Finish Date:** _____

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This document sets forth the terms and conditions of the IKO Diamond Shield Warranty ("Limited Warranty") coverage applicable to your IKO commercial/industrial roofing system Products. This Limited Warranty represents the sole warranty provided by IKO with respect to its commercial/industrial roofing system Products, 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. If you have questions about your coverage under this Limited Warranty, please contact IKO directly for assistance.

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 commercial/industrial structure upon which the IKO commercial/industrial roofing Products that are covered by this Limited Warranty have been installed.

"IKO" in Canada means IKO Industries Ltd., and in the United States means IKO Industries Inc.

"Information Schedule" means that schedule which forms part of this Limited Warranty and is signed by an authorized representative of IKO, and sets forth the name and address of the Owner, the address of the Building, the name, address and registration number of the Roofing Contractor, the name and address of the roofing inspector or consultant, the job and product description, the date of the installation, and the Term, and such further information as IKO shall from time to time determine. The Limited Warranty is not valid without the signed Information Schedule attached.

"Limited Warranty" means the limited warranties and your coverage provided by IKO for your commercial/industrial roofing Products as expressly set out in this document. These are the only warranties being provided by IKO.

"Membrane" means the flat or almost flat roofing system applied on a Building. For the purposes of this Limited Warranty, the "Membrane" applies only to IKO commercial/industrial Products used as part of a complete roofing system installation and includes IKO base sheet or cap sheet. Membrane does not include any non-IKO product, the underlying roof deck, fasteners, metal work, including any metal flashing, drains, pitch pans, expansion joints, skylights, vents, plastic accessories, decorative or reflective coating, surfacing and/or any aggregates.

"Owner" means the owner of the Building at the time that the IKO commercial/industrial roofing Products were installed on that Building.

"Products" means the commercial/industrial products manufactured and/or supplied by IKO and utilized as part of the Owner's Membrane, and "Product" means any of the Products.

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

"Roofing Contractor" means the person, company or other legal entity who was contracted by the Owner to install the Products on the Building and who has met IKO's registration requirements and is duly registered with IKO at the time of the installation of the Membrane. Notwithstanding such registration, IKO does not take responsibility for or warrant the work of the Roofing Contractor, except as otherwise explicitly set out in and limited to the terms of this Limited Warranty.

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

COVERAGE

IKO hereby warrants to the Owner that, subject to the terms, conditions, limitations and exclusions set out herein, in the event any Product is determined by IKO to have a manufacturing defect which results in a leak during the Term, IKO will, at its sole discretion, either repair or replace the defective Product on the roof of the Building, without cost to the Owner, only as necessary to restore the Membrane to a watertight condition, all as more fully and particularly outlined below. In addition, IKO will provide its limited warranty coverage as set out above, during the Term, for installation workmanship, provided that the Product was installed and assembled by a Roofing Contractor 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. The repaired or replaced Products shall remain subject to this Limited Warranty for the remainder of the original Term only. Coverage is only available if the Products have been installed and assembled in a good and workmanlike manner in accordance with IKO's published specifications at time of installation, all other written instructions provided by IKO and all applicable building codes, and in accordance with the conditions for coverage set out herein, and provided further that the leak is not the result of an otherwise excluded cause as set out below (Conditions and Exclusions).

IKO's obligations and the coverage hereunder shall be limited to the reasonable costs for labor and materials required to repair or replace the defective Products and restore the Membrane to a watertight condition only: provided, however, that IKO will not be responsible for the costs of repairing, replacing or relocating any non-Product, including, without limitation, metal flashings, metal work, ballast or other materials supplied or manufactured by any company other than IKO. IKO shall have no obligation with regard to the aesthetic condition or appearance of the roofing system arising from its repair or replacement hereunder. Any costs arising from the failure of any non-Product, or costs associated with repair or replacement of non-Product due to warranty related work, is excluded from IKO's obligation hereunder.

The Roofing Contractor, and not IKO, is responsible at the Roofing Contractor's cost, for repairs to or replacements of the Membrane for a period of time in accordance with the local roofing association, two years, or such other period as may be statutorily prescribed in the Owner's jurisdiction; or as contractually agreed to between the Owner and the Roofing Contractor, whichever is longer.

CONDITIONS AND EXCLUSIONS

1. IKO will have no obligations under the Limited Warranty until such time as IKO, the Roofing Contractor and the material suppliers have been fully paid for all installation services, supplies and materials. 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 Membrane, the Limited Warranty and any associated pre-approval of the Limited Warranty will be voided and IKO shall have no liability hereunder.
2. Coverage under this Limited Warranty is excluded or terminated, as the case may be:

(a) if the Products are installed by any person or entity other than a Roofing Contractor who has met the requirements to obtain an IKO commercial roofing registration number prior to the commencement of the Membrane application; or

(b) if the Products have not been installed and assembled 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

(c) if the Membrane incorporates any product (e.g. overlay boards, insulation, asphalt and felt) not manufactured by IKO or purchased from IKO, without the prior written approval of IKO; or

(d) if the Owner refuses IKO the right to access the roof for inspection or assessment purposes at any time and from time to time throughout the Term; or

(e) if the Owner fails to maintain the Membrane and exercise reasonable care in maintaining the Membrane as would a prudent and diligent owner and in accordance with the preventive maintenance recommendations issued by IKO from time to time; or

(f) if there is 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.

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3. Coverage under this Limited Warranty is also excluded for each of the following:
   (a) any failure resulting from an application that was not completed strictly in accordance with IKO's application (installation and assembly) instructions for the Products used in the Membrane;
   (b) any failure resulting from improper or faulty building design or construction;
   (c) any failure resulting from structural defects, settlement, distortion, cracking or failure of the substrate or deck surface over which the Membrane is applied, or inadequate performance of products not manufactured or sold by IKO;
   (d) any damage or compromise of the Membrane if the roof is altered after initial installation of the Membrane, whether any such alteration is by structural additions, changes or replacement or overburden and other equipment installations, including but not limited to HVAC equipment, aerials, signs, water towers, fan housings, air conditioning equipment, television or cell phone antennas and skylights), except where a written request has been sent to and written approval obtained from IKO in advance of such alterations or installation. Any alterations to the Membrane must be performed by a Roofing Contractor and IKO must provide written permission for such alterations;
   (e) any damage resulting from traffic on the Membrane, or from use of the Membrane to store items, as a recreational surface, or for any other purpose for which the Membrane was not designed;
   (f) any damage resulting from standing water on the Membrane. Drainage must meet applicable building code requirements and either Canadian Roofing Contractors Association (CRCA) or National Roofing Contractors Association (NRCA) minimum recommendations;
   (g) any damage resulting from infiltration or condensation of moisture in, through, or around walls, coping, building structure, underlayment or surrounding material;
   (h) failure or damage resulting from the Owner's failure to exercise reasonable care in maintaining the Membrane, including and without limiting the foregoing, failing to follow a maintenance program recommended by either the NRCA/CRCA;
   (i) damage caused by natural disasters or Acts of God including but not limited to lightning, gale, hurricane, tornado, tempest, hailstorm, ice storm, earthquake, flood, fire, explosion; impact of foreign objects, regardless of source; civil insurrection, war, riot, or vandalism; or for any cause for which standard insurance policies may provide coverage;
   (j) damage resulting from exposure to chemicals, including but not limited to radiation exposure, greases, solvents, oils, or other chemicals;
   (k) damage due to animals, birds, pests, vermin, or their waste products (e.g. bird droppings/guano);
   (l) damage resulting from the improper or insufficient ventilation of either the attic space (should the Building contain one), the Membrane or the roof system;
   (m) damage resulting from the abuse or mistreatment of the Membrane, the Products or any other component of the roofing system;
   (n) costs for removal of equipment, and all overburden for any roof assemblies including, but not limited to inverted roof assemblies;
   (o) variation in color or shading of the Membrane;
   (p) damage to the interior or exterior of the Building or contents therein;
   (q) costs relating to disposal of any Products or other material, including defective Products;
   (r) costs relating to the removal of asbestos present in the roofing system to which the Membrane is installed;
   (s) costs or damage resulting from the failure of any party to report to IKO on a timely basis any suspected leaks in the Membrane;
   (t) costs incurred for repair or replacement of any materials incorporated into the Membrane or roofing system that are not authorized in advance in writing by IKO; and
   (u) **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 LIMITATIONS MAY NOT APPLY TO YOU.**
4. 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 any modification or discontinuance. Should such modification or discontinuance occur, IKO's obligation under the Limited Warranty will be for product of like kind and quality only. IKO will have no liability in the event that replacement material may vary in color in comparison to the original product, whether as a result of product changes, normal weathering or otherwise.
5. This Limited Warranty is the exclusive warranty and remedy provided by IKO, and is the only recourse for recovery for the Owner should there be a valid claim under this Limited Warranty. All other claims, including, without limitation, for regular wear, changed appearance or aesthetic condition are excluded and are otherwise not covered by IKO. Should the Owner accept coverage under this Limited Warranty, the Owner agrees that no right of subrogation shall be transferred to a party who seeks to recover from IKO any damages, costs or other amounts not covered by this Limited Warranty.
6. The unenforceability of any provision stated herein will not affect the enforceability of any other provision herein, which will remain in full force and effect.

LIMITED TRANSFERRABILITY

This Limited Warranty is transferrable once only and only by the original Owner, subject to:

a) IKO providing its consent, in its sole discretion to the transfer the Limited Warranty;
b) the Owner notifying IKO in writing at least 30 days prior to the transfer of the Building, requesting IKO's consent and paying IKO's transfer fee of $750.00 plus applicable taxes;
c) IKO's inspection and approval of the Membrane and the Owner or the transferee undertaking and completing work on the roof in accordance with IKO's requirements if so requested by IKO; and
d) the transferee ("Transferee") signing IKO's standard form of Acknowledgement and assumption of the Owner's responsibilities under the Limited Warranty.

The Term (being the remainder thereof) and all other terms of the Limited Warranty shall remain unchanged, save that the Limited Warranty shall thereafter be non-transferable. Upon consent and transfer, the Transferee shall be required to comply with all obligations of the Owner under this Limited Warranty.

OWNER RESPONSIBILITIES

If the Owner wants to make a claim hereunder, the Owner or Transferee shall notify IKO in writing by certified mail within 30 days following the discovery of the potentially warranted defect. The Owner shall provide free access to the Membrane for agents or employees of IKO to inspect the area, and to make whatever investigations or examinations they may consider appropriate. Failure to provide such access, or failure to report potentially warranted defects within 30 days of their discovery, shall render this Limited Warranty null and void.

VALIDITY OF LIMITED WARRANTY

This Limited Warranty is only valid if attached to a IKO completed and authorized Information Schedule, duly and properly signed on behalf of IKO.

Warranty term & Expiration Date: _____

IKO Industries Limited: _____ **Date:** _____

Authorized Signature

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