

LIFETIME RESIDENTIAL LIMITED MATERIAL WARRANTY

Installation Date:

Installation address if different:

A. What does this warranty cover?

IB Roof Systems, hereafter known as (IBRS), proudly warrants that the IBRS membrane will be free from manufacturing defects and, so long as the membrane is correctly installed according to IBRS's product installation specifications over a compatible substrate, IBRS further warrants that the IBRS membrane will not, due to manufacturing defects, deteriorate to the point of permitting leaks through the membrane material for the period specified below under normal conditions, subject to the other written terms and exclusions of this Warranty, or IBRS will provide a replacement IBRS membrane shipped to your home site.

To obtain this Warranty, you the property owner, must satisfy both of these conditions: (1) Return a completed warranty request form to IB within 45 days of completion of the roof membrane installation; and (2) Full payment of all invoices for installation and material has been received. This Warranty also requires you to notify IBRS of leaks or defects as provided in G below. Repair, alteration, removal or addition to an installed roof membrane without notice and IBRS's prior written authorization may adversely affect your rights under this Warranty.

B. How long does the coverage last?

This Warranty commences upon the original installation completion date and will last for as long as you own your own home. The transferable period will be based on the original thickness of the membrane chosen for the application ie: 50 mil-15 years, 60 mil-20 years and 80 mil-25 years. In order to transfer the remaining balance of the warranty, you the home owner must do the following: (1) You give IBRS 30 days written notice of the sale, lease or transfer of the property by filling out the notice of transfer certificate at the bottom of the warranty request form. (2) You pay IBRS a \$250 transfer fee, which includes an inspection by an IBRS installer at the manufacturer's option. (3) You pay the cost of labor and materials to make any repairs of the roofing system to bring the roof up to IBRS standards in the event damage has occurred or items have been added to the roof. IBRS will acknowledge transfer of the warranty to the new owner in writing once these steps are completed.

"Lifetime" means for as long as the original property owner owns the property and is alive, but if the owner is not a natural person, "Lifetime" means 15, 20 or 25 years based on material thickness. If transferred, the balance of any "Lifetime" warranty period shall be the remaining balance of the warranty (50 mil-15 years; 60 mil-20 years; and 80 mil-25 years) from the date of the original membrane installation.

C. What will IBRS do?

If the roof membrane leaks due to manufacturing defects, IBRS will provide a replacement IBRS membrane shipped to you, the owner, at your home site.

D. What this warranty does not cover?

1. Certain causes of damage to the membrane after the date of manufacture. IBRS does not cover membrane damage or failure caused by:

- a. **Natural disaster**, which includes without limitation gusts of wind in excess of 54 mph (gale force), windfall or wind-blown debris, flood, hail, tornado, hurricane, lightning, fire, earthquake, or any act of God;
- b. **Failure of substrate under membrane**, including collapse, movement, deflection or failure of any portion of any structure;
- c. **Vandalism, abuse or misuse**, including intentional destruction or harm, failure to adequately protect prior to or during installation, acts of war or civil disobedience, fire damage, excessive foot traffic or storage of materials on the roof, falling objects, or failure to follow maintenance directions or unreasonable and excessive delay in taking corrective action under this Warranty. Misuse includes using the roof membrane for any purpose other than a roof membrane;
- d. **Alterations during or after installation**, including additions, penetrations, or substantial work performed on or through the roof surface that are not done in a workmanlike manner and in substantial compliance with IBRS specifications and installation instructions;
- e. **Contact with incompatible products, materials, cleaners, chemicals or compounds**, environmental fallout and any other chemicals beyond the "Satisfactory" designation on the Chemical Compatibility Sheet in the "Approvals" section of the IBRS specifications manual current as of the Installation Date;
- f. **Animals, plants, insects or other organisms**, including algae, moss, fungi, lichens, mold, or mildew, on or beneath the membrane; and

g. Any building material or component other than the IBRS membrane, including without limitation: Improper flashings or copings; caulking, seams or any other connection, product or adhesive that ties or connects the membrane to any other product, component or structure, including penetrations through the membrane; improper ventilation; cracking, deterioration or failure of any other material, component or product other than the membrane itself.

2. Components other than the IBRS membrane. IBRS does not warrant the quality or performance of any other component part(s) or product(s).

3. Maintenance. IBRS does not warrant maintenance issues. The owner must take reasonable care in maintaining the roof, for example, cleaning gutters, roof drains and scuppers; keeping the roof free of debris; and if required, properly caulking any areas (such as reglets, pitchpans, etc) to maintain waterproofing.

4. Discoloration. IBRS does not warrant the appearance of the membrane, including stains, fading or discoloration or dirt retention, or odor.

5. Inspections. Inspection(s) (if any) of the installation or condition of a roof are solely for IBRS's information and convenience, and any such inspection(s) shall not create any additional duty, liability or warranty by IBRS, express or implied, nor any additional remedy for the Owner or any other person.

6. Workmanship. IBRS does not warrant or cover the workmanship of any installer. The designation of an IBRS installer as "approved" means the installer has received initial training related to IBRS products and in no way is intended to warrant workmanship in any particular case.

7. Removal or repair. IBRS does not provide labor or cover the cost to remove, dispose, re-install, construct, repair or maintain any product, improvement or structure except for the replacement of the IBRS membrane to the limited extent provided in C.

E. REMEDIES LIMITED TO SHIPMENT OF NEW MEMBRANE. The remedy stated in C above is the **SOLE AND EXCLUSIVE REMEDY** for failure of the roof membrane described herein. **IBRS SHALL UNDER NO CIRCUMSTANCES, WHETHER FOR BREACH OF CONTRACT, WARRANTY, IBRS'S NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE, BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO DAMAGES TO ANY BUILDING, ITS CONTENTS, AND ANY PERSON DUE TO ANY CAUSE, INCLUDING WITHOUT LIMITATION PRODUCT FAILURE, LEAKS, MOISTURE, CONDENSATION, MOLD, ORGANISMS, OR ODORS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE EXCLUSIONS MAY NOT APPLY TO YOU.**

F. LIMITATION OF WARRANTY. THIS WARRANTY STATES IBRS'S ENTIRE LIABILITY AND REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES. No representative is authorized to add to or change this Warranty. PERTINENT STATE LAW SHALL CONTROL WHEN AN END-USER MAY SEEK A REMEDY UNDER THE WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR PARTICULAR PURPOSE. NOTHING HEREIN SHALL CREATE OR EXTEND THE DURATION OF ANY IMPLIED WARRANTIES. NOTWITHSTANDING THE FOREGOING, IF THE MEMBRANE IS USED BY AN END-USER FOR EXCLUSIVELY NON-RESIDENTIAL BUSINESS OR COMMERCIAL PURPOSES THEN ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

G. What to do in case of a leak?

Immediately call the original roofing installer. Then call IBRS at **800-426-1626** within fourteen (14) days of discovering the problem. Failure to notify IBRS within this 14 day period may affect your rights under this Warranty. Written notice of any defect should also be given within 30 days to: IB Roof Systems, 2877 Chad Drive, Eugene, OR 97408. The written notice must include a copy of the Residential Materials Limited Warranty Certificate or proof of purchase of the IBRS membrane. IBRS will evaluate the claim and resolve it in accordance with this warranty within 90 days after written notification of the defect.

H. How does state law apply?

This warranty gives you specific legal rights. You may also have other rights which vary state to state. **Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitation or exclusion of implied warranties, so the above exclusions and limitations may not apply to you.**

APPROVED INSTALLER INFORMATION:

IB Roof Systems, 2877 Chad Drive, Eugene OR 97408

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Residential Form Jan. 2007