

IMPERIAL ARMOUR COMMERCIAL LIMITED MATERIAL WARRANTY

A. What does this warranty cover?

We proudly warrant that Imperial Armor membrane (manufactured exclusively for MMR by IB Roof Systems), will be free from manufacturing defects and, so as long as the membrane is correctly installed according to IBRS 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 building site.

This Warranty does **not** become effective unless full payment of all invoices for installation and material has been received. This Warranty also requires you to notify IBRS of any 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 render this Warranty null and void.

B. How long does the coverage last?

This is a () year Warranty that, subject to the other terms and conditions herein, commences upon the original installation date. To transfer this warranty to a new owner go to the IBRS website and follow the instruction in the Warranty Transfer section.

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 building site. The amount IBRS pays or incurs, however, will not exceed your original cost of the roof membrane materials and shipping.

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. 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.

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

4. 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.

5. 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.

6. 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, FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF DATA, COST OF CAPITAL FACILITIES OR SERVICES, OR DOWNTIME COST.**

F. LIMITATIONS OF WARRANTY.

1. THIS WARRANTY STATES IBRS'S ENTIRE LIABILITY AND REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES. ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. NO REPRESENTATIVE IS AUTHORIZED TO ADD TO OR CHANGE THIS WARRANTY.

2. This warranty shall be considered void in the event that any repairs or other work is done on or through the roof membrane (i) without IBRS's prior written approval of the proposed work, and/or (ii) not in accord with the IB Roof Systems Specification Manual current as of the date of the proposed work. As a condition of service under G below, the installer and/or IBRS shall have reasonable access to the roof during normal business hours. The Owner shall be responsible for the cost of the IBRS's investigation to the extent defects are determined not to be covered by the Warranty.

G. What to do in case of a leak?

Immediately call the original roofing installer. Then call IBRS at **800-426-1626** within five (5) days of discovering the problem. Failure to notify IBRS within the 5 day period (120 hours) may, at IBRS's sole discretion, render this Warranty null and void. Written notice of any defect should also be given within thirty (30) days to: IB Roof Systems, 2877 Chad Drive, Eugene, OR 97408.

H. Application of State Law.

This Warranty is governed by the laws of the State of Oregon. Purchase of this product constitutes irrevocable consent to the exclusive jurisdiction and venue in state or federal courts in Multnomah

or Lane County, Oregon in all disputes against IBRS arising out of or relating to the purchase, use or warranty of this product. **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.**

INSTALLATION DATE:

**APPROVED INSTALLER: McCarthy Metal Roofing
1250 Kirkland Rd., Suite 103
Raleigh, NC 27603**

OWNER/S OR REP:

JOB NAME:

ADDRESS:

IB Roof Systems, 2877 Chad Drive, Eugene OR 97408

ID # C