



## Commercial Limited Material Warranty

Certificate No.

### PROJECT INFORMATION

Job Type:		Job Type if "Other":	
Type of Structure/Use:	Type of Structure/Building Use If Other:	Roof Size (Square Feet):	Membrane Color:
Membrane Type:	Membrane Thickness:	Warranty Start/Date of Installation:	Roofing Contractor Phone:
Warranty Period Term Length:	Warranty Upgrade Period:	Roofing Contractor Name:	Roofing Contractor Email:
Project Name:	Project Address:	Project City:	Project State:
Project Zip:			

### PROPERTY OWNER INFORMATION

Building Owner Company Name:	Building Owner First Name:	Building Owner Last Name:
Building Owner Address:	Building Owner City:	Building Owner State:
Building Owner Zip Code:	Building Owner Phone:	Building Owner Email:

### Our Promise

IB Roof Systems, ("IBRS"), proudly warrants that, subject to the other terms, conditions, and limitations below, IBRS will replace the affected portion of the IBRS membrane and IBRS reinforced membrane base flashing (curbs/walls edges attached to IBRS membrane) that fails due to a manufacturing defect. This Warranty is void unless the IBRS membrane and IBRS reinforced membrane base flashing (curbs/walls) has been or is intended to be installed as part of an IB Roof System. IBRS does not cover the cost to remove, dispose, re-install, construct, repair or maintain any product, improvement, or structure except to the following limited extent: The cost to replace the failed IBRS membrane and/or IBRS reinforced membrane base flashing with the same design and grade of membrane on an existing appropriate substrate.

### Warranty Period

The term of this Warranty varies based upon the membrane thickness (50 mil/15-year, 60 mil/20-year, 80 mil/25-year) and is conditioned upon the submittal of the Warranty Registration Form (by either online registration, email or by mail) of the completed form (attached below) within 90 days of Date of Completion (the date of installation). This Warranty commences upon the 'Date of Completion.' Full payment of all labor and materials supplied in connection with the IB Roof System is a condition of this Warranty. Notwithstanding the foregoing, this Warranty terminates upon transfer to a new property owner unless Section 'd' under the Owner's Responsibilities Section of this Warranty is satisfied. This Limited Warranty version is valid for roofs installed after 6/01/2022.

**Owner's Responsibilities:** Owner's failure to comply with the terms and conditions herein may void this Warranty.

**a. If a leak is discovered.** Immediately call the original roofing installer to report the leak location and severity. If suspected to be a material defect, then call IBRS' Technical Services Department at 800-426-1626 within five (5) calendar days (120 hours) of discovery and send written notice within fourteen (14) days of discovery to Attn: Warranty Department, IB Roof Systems, 506 E. Dallas Road Ste 300, Grapevine, TX 76051. Electronic notification is accepted by emailing notice to [warranty@ibroof.com](mailto:warranty@ibroof.com). **Notice to the roofing installer is not notice to IBRS.** Reporting a leak to IBRS is the owner's authorization for IBRS to investigate, including inspection of the roof as IBRS deems necessary. Any non-IBRS supplied material or equipment that impedes investigation or repair of the IB Roof System must be removed at the Owner's expense. IBRS may acknowledge and investigate Owner's notice of a potential warranty claim by issuing a warranty claim kit that requires further information from Owner. Owner must promptly provide IBRS with any information reasonably requested in the warranty claim kit. If no leak covered by this Warranty is found, Owner agrees to pay an investigation fee of \$500 within sixty (60) days of invoice. The Owner is responsible for all costs or charges not covered by this Warranty.

**b. Emergency Repairs.** After calling IBRS' Warranty Department, owner may, if necessary, to minimize damage to the building or its contents, perform emergency repairs at the Owner's sole expense. These repairs will not void this warranty so long as the emergency repairs were reasonable under the circumstances and do not result in permanent damage to or concealment of the IB Roof System.

**c. Maintenance.** Owner is responsible for reasonable general maintenance and care as outlined within our Owner's Roof Maintenance Guide such as: (i) periodic/seasonal roof inspection; (ii) removal of accumulated dirt, debris or other contaminants from roof surface and drainage outlets; and (iii) maintenance of caulks or sealants as necessary to maintain the roof in a watertight condition at flashing or membrane terminations, penetrations, and metal work in and around the IB Roof System. Owner should maintain records of inspections and maintenance. See [www.ibroof.com](http://www.ibroof.com) for more information.

**d. Transfer.** Owner can continue this Warranty upon transfer to a subsequent owner for the remaining Warranty Period a though no transfer occurred only if (i) Owner provides thirty (30) days written notice of the change in ownership by filling out the Warranty Transfer Form located on the IBRS website, ([www.ibroof.com](http://www.ibroof.com)), in the Warranty Transfer Section; (ii) Owner makes any repairs to the IB Roof System or other roofing and building components that are identified by IBRS as necessary to preserve the integrity of the IB Roof System; and (iii) Owner pays a transfer fee of \$250. This Warranty is not otherwise transferable by contract or operation of law.





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**Exclusions from Coverage. This Warranty does not cover leaks or other conditions caused by:**

- a. Natural Disaster**, such as gale force wind or hail, windfall or wind-blown debris, flood, tornado/microburst, hurricane, lightning/electrical storm, fire, earthquake, or any act of God.
  - b. Failure of substrate under the IB Roof System**, including collapse, movement, deflection, loss of insulation or R-value, excessive moisture infiltration or condensation, or failure of any portion of any underlying structure.
  - c. Change in use, abuse, or misuse**, including excessive foot traffic, staging or storage of any nature on the IB Roof System, failure of the Owner to properly maintain the roof system, or substantial change in the usage of the building without IBRS written approval. Misuse includes using any portion of the IB Roof System for any purpose other than a roof waterproofing system.
  - d. Alterations during or after installation**, including any additions, penetrations, or installation of any structures, fixtures, or utilities on or through the IB Roof System after installation, including, but not limited to, Photovoltaic (PV) Arrays, garden roofs, decks, patios, and areas intended for public access, or substantial work performed on or through the IB Roof System that is not in compliance with IBRS specifications and installation instructions. Failure to obtain IBRS's approval for a roof modification, or failure to provide required documentation, shall render this Limited Warranty null and void.
  - e. Components** not identified under "Our Promise" such as but not limited to adhesives, caulking or sealants, flashing accessories, metal materials, and other accessories contained in an IB Roof System are not covered by this Warranty.
  - f. Any building component, overburden material or component, or any material other than the IBRS Products identified under "Our Promise"**, including without limitation: any component, support, attachment anchor or device bearing upon or installed through the IB Roof System that are used as part of an overburden assembly (such as equipment, walking decks, paver systems, decorative tile or topping materials, rooftop garden or solar assemblies); any seam, joint, connection, product or adhesive that ties or connects the IB Roof System to any non-IB Roof System product; and any material, component or product not supplied by IBRS.
  - g. Building design**, including but not limited to inadequate ventilation or insulation R-values, and improper placement of insulation.
  - h. Contact with incompatible products**, materials, cleaners, chemicals or compounds, environmental fallout and any other chemicals not designated as "Satisfactory" in the Chemical Compatibility Sheet that is in effect on the Date of Completion.
  - i. Animals, plants, insects, or other organisms** on or beneath the IB Roof System, including algae, bacteria, moss, fungi, lichens, mold, or mildew.
- This Warranty also does not cover discoloration, dulling, loss of reflectivity, loss of acrylic surfacing, loss of printed patterns, or accumulation or retention of dirt, dust, microbial or general pollutants.
- j. Any condition that is not in accordance with IBRS installation instructions**, (such as base flashing height or fasteners per square foot), unless specifically accepted by IBRS in writing.
  - k. Improper Installation**. IBRS' "authorized" designation of applicators in no way warrants workmanship in any particular case.

**Limitation of Damages, Choice of Law & Jurisdiction**

UNLESS AMENDED BY A SEPARATE IB WARRANTY RIDER ISSUED TO OWNER BY IBRS, THIS WARRANTY SUPERSEDES AND REPLACES ALL OTHER EXPRESSED (WRITTEN OR ORAL) WARRANTIES, AND THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE FACE HEREOF. THIS WARRANTY IS OWNER'S SOLE AND EXCLUSIVE REMEDY. TO THE FULLEST EXTENT PERMITTED BY LAW, IBRS SHALL NOT BE LIABLE UNDER ANY THEORY OF LAW OR EQUITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF WARRANTY OR STRICT LIABILITY) FOR ANY GENERAL, SPECIAL CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, INJURY OR DAMAGE TO ANY BUILDING OR STRUCTURE, ITS CONTENTS, OR ANY PERSON DUE TO ANY CAUSE, INCLUDING WITHOUT LIMITATION PRODUCT FAILURE, LEAKS, MOISTURE, CONDENSATION, MOLD, ORGANISMS, CHANGE IN APPEARANCE, LOSS OF REFLECTIVITY, VAPOR OR ODORS. Inspection(s) (if any) of the installation or condition of a roof are solely for IBRS' 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. Owner is solely responsible for the investigation and remedy of any non-covered leaks or conditions. To the extent permitted by law, this Warranty is governed by the laws of the State of Texas. And the state or federal courts in Dallas or Tarrant County, Texas shall have exclusive jurisdiction and venue in all disputes against IBRS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATION OF IMPLIED WARRANTIES, OR SELECTION OF OTHER STATE LAWS OR FORUMS, SOME OR ALL OF THESE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. You may have other rights not stated here, consult with the applicable law of your state or territory.

**NO REPRESENTATIVE, EMPLOYEE, OR AGENT OF IBRS IS AUTHORIZED TO MODIFY THIS WARRANTY** except in writing as authorized by IBRS' Technical Services Director.

**THIS IS YOUR COPY OF THE WARRANTY WITH A UNIQUE REGISTRATION NUMBER.** Please retain this section for your records and refer to the terms and conditions of your warranty should a rooftop concern occur. You will not be contacted by IBRS with regards to product activation. **For the fastest response to a concern**, contact your original installing contractor first and explain in detail your issue. The contractor's information is located above.

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