



# TPO 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 Type:	Membrane Thickness:	Membrane Color:	
Warranty Period Term Length:	Warranty Upgrade Period:	Warranty Start/Date of Installation:	
Roofing Contractor Name:	Roofing Contractor Email:	Roofing Contractor Phone:	
Project Name:			
Project Address:		Project City:	Project State: Project Zip:
<b>PROPERTY OWNER INFORMATION</b>			
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, LLC ("IBRS"), proudly warrants that, subject to the other terms, conditions, and limitations below, IBRS will replace the affected portion of the IBRS membrane (IB TPO SM or IB TPO FB) and TPO base flashing (curbs/walls 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 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: IBRS will pay for the cost of replacement IBRS membrane and/or IBRS reinforced membrane flashing ("Covered Materials") needed to replace the failed Covered Materials with the same design and grade of membrane on an existing appropriate substrate.

### Warranty Period

The term of this Warranty varies based upon the TPO membrane thickness (**60 SM mil/115 FB mil = 20-year, 80 SM mil/135 FB mil = 25-year**). The effectiveness of the Warranty is conditioned upon the submittal of a completed Warranty Registration Form (by either online registration, email or by mail), in form attached below, within 90 days of the date of completion of the installation (the "Date of Completion"). The term of this Warranty commences upon the 'Date of Completion.' Full payment of all labor and materials supplied in connection with the IB Roof System is also a condition to the effectiveness 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 applies to eligible roofs installed after April 1, 2026, and before any subsequent changes to this Warranty, if any, are published by IBRS.

**Owner's Responsibilities:** Owner's failure to strictly 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 promptly 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 performing reasonable and timely 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. If Owner fails to promptly complete appropriate maintenance or repairs (including, but not limited to, any that are not covered by a IBRS warranty following wind or hail damage) this Warranty shall become void. The Owner must 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 of the applicable property for the remaining Warranty Period as 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 prior to the transfer of the property. Subsequent transfers are also assessed at \$250. This Warranty is not otherwise transferable by contract or operation of law.

### 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.



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- e. **Components** not identified under "Our Promise" above, including, but not limited to adhesives, caulking or sealants, flashing accessories, metal materials, and other accessories contained in an IB Roof System, which are not covered by this Warranty.
- f. **Any other building component, overburden material or component, or any material other than the IBRS products identified under "Our Promise" above, 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.
- l. **Areas that pond water.** IBRS defines ponding water as areas that retain standing water for longer than 48 hours.

**Arbitration: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OWNER AGREES THAT ANY DISPUTE OR CLAIM RELATING TO THIS WARRANTY, THE IB ROOF SYSTEM, OR ANY DISPUTES SURROUNDING SAME BETWEEN OWNER AND IB ROOF SYSTEMS, LLC SHALL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. OWNER WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT, CLASS-ACTION ARBITRATION, OR A TRIAL BY JURY.** Arbitration shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules then in effect. The decision of the arbitrator shall be final and binding on all parties, and judgment may be entered in any court of competent jurisdiction. **Rules of the Arbitration:** If the amount in controversy is less than \$50,000, the arbitration will be decided by a single arbitrator. If the amount in controversy is greater than or equal to \$50,000, the arbitration will be decided by a panel of three arbitrators. The arbitrator(s) will be chosen pursuant to the AAA Commercial Arbitration Rules. **Location of the Arbitration Hearing:** Unless applicable law provides otherwise, the arbitration hearing will be conducted in Dallas County, Texas. **Costs of the Arbitration:** Each party shall bear its own attorneys' fees, expert fees, and costs, except as otherwise awarded by the arbitrator(s) in accordance with applicable law or the AAA Commercial Arbitration Rules. The fees and expenses of the arbitration organization and arbitrator(s) shall be allocated by the arbitrator(s) in the final award. Where permissible by law, you may be required to reimburse IB Roof Systems, LLC for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s). Some jurisdictions do not permit mandatory arbitration provisions or the waiver of participation in class, collective, consolidated, or representative proceedings in certain commercial transactions. To the extent that applicable law provides Owner with a non-waivable right to opt out of arbitration or otherwise limits the enforceability of any portion of the foregoing arbitration agreement, such portion shall be deemed modified solely to the extent necessary to comply with applicable law, and the remainder of this arbitration agreement shall remain in full force and effect. This arbitration provision shall be governed by and interpreted in accordance with the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

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

**UNLESS AMENDED BY A SEPARATE IB WARRANTY RIDER ISSUED TO OWNER BY IBRS, TO THE FULLEST EXTENT PERMITTED BY LAW, THIS WARRANTY SUPERSEDES AND REPLACES ALL OTHER EXPRESS (WRITTEN OR ORAL) WARRANTIES, AND THERE ARE NO IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE). THIS WARRANTY IS OWNER'S SOLE AND EXCLUSIVE REMEDY FROM IBRS WITH RESPECT TO THE IB ROOF SYSTEM, INCLUDING WITH RESPECT TO THE PURCHASE OR INSTALLATION THEREOF. 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. The 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, to the extent any claim is not subject to arbitration as set forth above, the state or federal courts in Dallas 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 a signed 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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