



COMMERCIAL LIMITED MATERIAL WARRANTY

YOUR WARRANTY REGISTRATION NUMBER: C-20-CDR303-0003

23 Jun, 2020

Warranty Start/Installation Date

Country Club Villa Condominiums, HOA

Building Owner Company Name (If applicable)

Taylor Livingston, Manager

Building Owner Name

tpeaches.7@gmail.com

Owner Email

5200 Villa View Dr.

Building Owner Address

Farmington

City

NM

State

87402

Zipcode

Units: #1-C&D, #3-C&D, #8-C&D, 14-A&B

Project Address

Same

City

Same

State

87402

Zipcode

Project Information

Villa View Condominiums

Project Name

Colorado Dry Roof

Roofing Company

9707493876

Roofing Company Phone

23 Jun, 2020

Warranty Start/Installation Date

Recover (Overlay)

Job Type

Commercial

Primary Building Use

6200

Roof Size (total sq ft)

Membrane Thickness **50Mil/15Yr** 60Mil/20Yr 80Mil/25Yr Membrane Color **White** Tan Gray Brown

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 that fails due to a manufacturing defect. This Warranty is void unless the IBRS membrane 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 IB membrane 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 yr, 60 mil-20 yr, 80 mil-25 yr) that, conditioned upon the submittal by mail of the completed Warranty Registration Form attached below, 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. To transfer the remaining balance of this Warranty to a new owner, refer to Section d under the Owner's Responsibilities Section of this Warranty for the conditions of a transfer.

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, 8181 Jetstar Dr #150, Irving, TX 75063. **Notice to the roofing installer is not notice to IBRS.** Reporting a leak to IBRS is 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 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 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.

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 for more information

d. **Transfer.** Owner can transfer this Warranty to a subsequent owner for the remaining term only if **(a)**. 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), in the Warranty Transfer Section. **(b)**. 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 **(c)**. Owner pays a transfer fee of \$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/micro burst, 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 substantial work performed on or through the IB Roof System that is not in compliance with IBRS specifications and installation instructions.
- e. **Any building material or component other than the IB Roof System membrane,** including without limitation; caulking or sealants; seams or any other connection, product or adhesive that ties or connects the IB Roof System to any other non-IB Roof System product; and any other material, component or product other than the membrane itself.
- f. **Building design,** including but not limited to inadequate ventilation or insulation R-values, and improper placement of insulation.
- g. **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.
- h. **Animals, plants, insects, or other organisms** on or beneath the IB Roof System, including algae, 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, or general pollutants.
- i. **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.
- j. **Improper Installation.** IBRS' "authorized" designation of applicators in no way warrants workmanship in any particular case.

Limitation of Damages, Choice of Law & Jurisdiction

THIS WARRANTY SUPERSEDES AND REPLACES ALL OTHER EXPRESSED (WRITTEN OR ORAL) AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. THIS WARRANTY IS OWNER'S SOLE AND EXCLUSIVE REMEDY. 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. This Warranty is governed by the laws of the State of Oregon. Purchase of the IB Roof System 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 STATE DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, SO THESE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

