



NDL LABOR & MATERIAL WARRANTY

DETAILS OF CONTRACT

Warranty Number:

Building Owner:

Membrane System:

Warranty Effective Date:

Building Location:

Surfacing Type:

Warranty Expiry Date:

Project Size (Square Feet):

Project Area/Description:

This Warranty is issued by Impermitek Advanced Seamless Technologies Inc., located at 5031 53 Avenue, Mundare AB T0B 3H0, hereinafter referred to as "Impermitek". Impermitek warrants the Building Owner ("the Owner") identified above that, for the duration of the stated warranty period and subject to the terms, conditions, and limitations set forth herein, Impermitek will address and repair any defective Impermitek roofing or waterproofing System and materials used in the Project which results in leakage due to manufacturing defects or deficiencies in the workmanship of the system installation.

This warranty further covers leakage resulting from regular exposure to weather and general wear and tear occurring during the warranty period. All repairs covered under this warranty will be completed at no cost to the Owner, with no limitation on the total cost of covered repairs attributable to product failure or installation deficiencies (No Dollar Limit -NDL).

TERMS, CONDITIONS, AND LIMITATIONS

1. Transferability

This Limited Warranty is transferable, subject to Impermitek's inspection, written approval, and payment of the applicable transfer fee. Impermitek must be notified in writing within ninety (90) days of any change in building ownership.

2. Warranty Claim Procedure

- a) The Owner must notify Impermitek in writing within thirty (30) days of the first occurrence of a leak. Such notice authorizes Impermitek or its designee to investigate the cause of the leak.
- b) If Impermitek determines the leak is covered under this Warranty, the Owner's sole and exclusive remedy shall be limited to repair of the System to prevent further leaks.
- c) If the investigation determines the leak is not covered, the Owner is responsible for all investigation costs. Failure to pay such costs shall void this Limited Warranty. Impermitek will notify the Owner of any required repairs necessary to maintain warranty coverage. Failure to complete such repairs within a reasonable time using an Impermitek -licensed applicator shall void this Warranty.

3. Payment Requirements

Impermitek has no obligation under this Warranty until Impermitek and the licensed applicator have been paid in full for all materials, supplies, services, warranty costs, and any other related costs.

4. System Coverage

Impermitek Roofing & Waterproofing Systems include only materials supplied by Impermitek. Any materials not supplied by Impermitek are not covered under this Warranty.

5. No Waiver

Impermitek's failure to enforce any term or condition of this Warranty shall not constitute a waiver of that provision or any other provision.

6. Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to this Warranty must first be submitted to mediation. If mediation does not resolve the dispute, the matter shall be resolved exclusively by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Arbitration shall take place at the American Arbitration Association office nearest the building and within the state where the building is located. Judgment upon the arbitrator's award may be entered in any court having jurisdiction thereof.

7. Access and Overburden Removal

During the warranty term, Impermitek and its representatives must have free access to the roof during normal business hours. If access is restricted causing inspection delays, the Owner shall reimburse Impermitek for all delay related costs. The Owner is responsible for removing and replacing any overburdens or overlays, except approved stone ballast or pavers, as necessary to allow exposure and repair of the System.

8. Exclusions

Impermitek is not liable for leaks or damage caused by any of the following:

- a) Natural forces or acts of God, including but not limited to windstorms exceeding 74 mph, hurricanes, tornadoes, hailstorms, lightning, earthquakes, atomic radiation, insects, or animals.
- b) Acts of war, vandalism, or conduct by any person that damages the System or impairs its ability to resist leaks.
- c) Structural movement or settlement of the roof or building.
- d) Change in building use or purpose.
- e) Failure to provide proper notice as required under this Warranty.
- f) Pre-existing conditions or existing equipment that allow water entry.
- g) Deficient design or defective workmanship, including but not limited to membrane contact with incompatible materials, or the Owner's failure to properly maintain the building as outlined in the Impermitek Care and Maintenance Guide.
- h) Deterioration or failure of building components, including roof substrates, walls, mortar, HVAC units, or other structural elements.
- i) Condensation or moisture infiltration through walls, copings, rooftop hardware, equipment, building structure, or surrounding materials. Damage caused by moisture within the roof deck or existing roof system is expressly excluded.
- j) Contact with harmful chemicals or chemical reactions that damage the System or impair its ability to resist leaks.
- k) Unapproved alterations or repairs to the System.
- l) Deficient architecture, engineering, construction, or design.

DISCLAIMER: EXCEPT FOR THE EXPRESSLY PROVIDED ABOVE, IMPERMITEK MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE OWNER ACKNOWLEDGES THAT THEY HAVE NOT RELIED UPON ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED HEREIN. THERE ARE NO WARRANTIES BEYOND THOSE SET FORTH IN THIS DOCUMENT.

TERMS, CONDITIONS AND LIMITATIONS SIGNATURES

This Warranty becomes valid only upon activation. To activate it, the Owner must sign and return the Warranty to Impermitek within 60 days of the Warranty Effective Date listed above, or by a later date if agreed upon by Impermitek. Once activated, the Warranty will be effective retroactively from the original Warranty Effective Date.

Client Signature

Authorized Representative Title

Date

Impermitek Signature

Authorized Representative Title

Date