



## PROTECTIVE COATINGS & SURFACING WARRANTY

### DETAILS OF CONTRACT

Warranty Number:

Building Representative:

Membrane System:

Effective Date:

Building Location:

Surfacing Type:

Expiry Date:

Project Size (Square Feet):

Project Area/Description:

*This Limited 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, Impermitek products supplied were free from manufacturing defects at the time of production. This Limited Warranty commences on the original date of product purchase and is subject to all terms, conditions, and limitations set forth herein. By purchasing the products or accepting their installation, the Owner acknowledges and agrees to be bound by the provisions of this warranty.*

*To initiate a warranty claim, the Owner must notify Impermitek in writing within the applicable warranty period. The written notice must include proof of purchase (such as a sales receipt) and a clear, detailed description of the issue, including the basis upon which the product is believed to be defective. The inclusion of photographs documenting the condition of the product is encouraged. Warranty claims must be submitted via email to [technical@impermitek.com](mailto:technical@impermitek.com).*

*Upon receipt of a properly documented claim, Impermitek will promptly investigate the claim and provide a response outlining its findings. If the claim is determined to be valid, Impermitek will, at its sole discretion, either replace the defective product or refund the original purchase price paid for the defective product. Impermitek's maximum liability under this warranty does not exceed the original invoiced cost of the product. Any replacement product provided shall be covered only for the remaining balance of the original warranty period.*

# TERMS, CONDTIONS, 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

- 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.
- If Impermitek determines the leak is covered under this Limited Warranty, the Owner's sole and exclusive remedy shall be limited to repair of the System to prevent further leaks.
- If the investigation determines the leak is not covered, the Owner shall be 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 Limited Warranty.

## 3. Payment Requirements

Impermitek shall have no obligation under this Limited 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

The Impermitek Roofing C Waterproofing System includes only materials supplied by Impermitek. Any materials not supplied by Impermitek are not covered under this Limited Warranty.

## 5. No Waiver

Impermitek's failure to enforce any term or condition of this Limited 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 Limited Warranty shall 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.

## 7. Access and Overburden Removal

During the warranty term, Impermitek and its representatives shall 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:**

- 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.
- Acts of war, vandalism, or conduct by any person that damages the System or impairs its ability to resist leaks.
- Structural movement or settlement of the roof or building.
- Change in building use or purpose.
- Failure to provide proper notice as required under this Limited Warranty.
- Pre-existing conditions or existing equipment that allow water entry.
- 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.
- Deterioration or failure of building components, including roof substrates, walls, mortar, HVAC units, or other structural elements.
- 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.
- Contact with harmful chemicals or chemical reactions that damage the System or impair its ability to resist leaks.
- Unapproved alterations or repairs to the System.
- 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. THE REMEDIES SET FORTH HEREIN CONSTITUTE THE OWNER'S EXCLUSIVE REMEDIES UNDER THIS WARRANTY. IMPERMITEK'S MAXIMUM LIABILITY IS EXPRESSLY LIMITED AS SET FORTH ABOVE.

# 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