

# Sika Canada Inc.

## <5, 10, 15, 20> Year Sikaplan Membrane Warranty

Warranty Serial No.:

### SIKAPLAN ROOFING WARRANTY FOR COMMERCIAL BUILDING

Building Owner: \_\_\_\_\_  
Building Name: \_\_\_\_\_  
Building Address: \_\_\_\_\_  
Applicator: \_\_\_\_\_ Telephone: \_\_\_\_\_

SAMPLE

Building/Area Name	Used As	Area Warranted (Sq. Ft.)

Sika Canada warrants to the building owner described above ("Owner"), that subject to the terms, conditions, and limitations stated herein, Sika Canada will supply replacement membrane for any defective Sikaplan Roofing Membrane installed according to Sika Canada's Technical instructions by a Sika Canada Authorized Roofing Applicator for a period of <<term>> (#) years commencing with the date of substantial completion of the installation of the Roofing Membrane.

#### TERMS, CONDITIONS, LIMITATIONS

- Owner shall notify Sika Canada on the first business day immediately following the discovery of each leak in the roofing membrane and confirm in writing within one week. Should Owner determine that the leak event is directly due to a defect in the Sikaplan Roofing Membrane, Owner shall submit a representative sample of said membrane to Sika Canada's Corporate Office.
- If on Sika Canada's inspection of the membrane sample Sika Canada determines that the leak is caused by a defect in Sikaplan the Roofing Membrane, Owner's remedies and Sika Canada's liability shall be limited to providing replacement material for the defective Roofing Membrane.
- This warranty does not apply and may be null and void if any of the following occur:
  - The Roofing Membrane is damaged by a natural disaster including, but not limited to, earthquake, lightning, hail, wind, hurricane, or tornado, or:
  - The Roofing Membrane is damaged by any act of negligence, accident, or misuse including, but not limited to, vandalism, falling objects, civil disobedience, or act of war, or:
  - A deficient pre-existing condition or equipment is causing water entry, or:
  - Metal work or other accessories or equipment is used in the Roofing and causes leaks, or:
  - There are any alterations or repairs made on or through the completed roof, or objects such as but not limited to fixtures, equipment, or structures are placed on or attached to the completed roof without first obtaining written authorization from Sika Canada, or:
  - Failure by the Owner or his lessee to use reasonable care in maintaining the roof as described in the Owner's Guide provided with this warranty, including that of sealants and caulking, or:
  - Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind blown objects, or:
  - Should building be a freezer or cooler; condensation accumulates in the roof assembly due to incorrect design or due to a reduction in the vapor barrier effectiveness, or:
  - A significant change in the use of the building by the Owner or his lessee expected by Sika Canada to effect the Roofing Membrane as originally installed, or:
  - The Roofing Membrane is damaged by contaminates and/or spills, or:
  - Deficient design or defective workmanship was applied to the Roofing Membrane such as membrane contact with incompatible materials and/or failure of membrane seams, or:
  - The Owner fails to comply with every term and condition stated herein.
- During the period of this warranty, Sika Canada, its agents and employees, shall have free access to the roof during regular business hours.
- Should the Roofing Membrane be concealed, the cost of exposure of the Roofing Membrane for purposes of Sika Canada's investigation and/or repair, such as removal and replacement of any paving or overburden, shall be the Owner's responsibility.
- Sika Canada shall have no obligation under this warranty until all invoices for materials, installation, and services have been paid for in full.
- Sika Canada's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
- This warranty is extended solely and exclusively to the owner of the Building at the time the Sikaplan Roofing System is installed. It does not extend nor is it otherwise assignable or transferable to any other party unless approved in advance and in writing by Sika Canada and the costs to process the transfer and to inspect and repair the Sikaplan Roofing System, if necessary, are paid for by the original owner.
- The Owner and Sika Canada hereby agree that any and all claims (contractual, statutory, common law or otherwise), disputes, or suits that in any way, directly or indirectly, arise out of or relate to this Warranty, or the alleged breach thereof, or to any contracts between the owner and Sika Canada, or the alleged breach thereof, or to the design, manufacture, sale, distribution, installation, and/or inspection of the Sikaplan Roofing System shall be enforced in accordance with and shall be governed by the laws of the Province of Quebec, Canada. It supersedes any previous warranties or guarantees in effect issued by Sika Canada Inc. related to the aforementioned products.
- THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE REMEDIES STATED HEREIN ARE EXCLUSIVE REMEDIES AND SIKA CANADA SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING THE PRESENCE OF MOLDS, FUNGI, BACTERIA, SPORES, MYCOTOXINS OR THE LIKE OR FURTHER LOSS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGE TO THE BUILDING ON WHICH THE COMPONENTS OF THE ROOF ARE SITUATED, DAMAGE TO THE CONTENTS THEREOF, LOSS OF USE OF THE BUILDING OR ANY COMPONENT PART THEREOF, OR DAMAGE TO ANY OTHER PROPERTY OR PERSONS.**

NO REPRESENTATIVE OF SIKA CANADA HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

This Warranty is effective from: \_\_\_\_\_ Through: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature 1

\_\_\_\_\_  
Authorized Signature 2

Date: \_\_\_\_\_

Date: \_\_\_\_\_

