

# INLAND HYPALON SINGLE PLY 5 YEAR SYSTEM WARRANTY

Warranty #: \_\_\_\_\_

Company / Building: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

Approved Inland Contractor: \_\_\_\_\_

Inland Specification: \_\_\_\_\_ Surface Area: \_\_\_\_\_

Application Dates: Begin: \_\_\_\_\_ Completed: \_\_\_\_\_

Inland Coatings Corporation (hereinafter referred to as Inland) will cause to be repaired any leaks in the above identified Inland System; from the above listed application completion date in accordance with the current Inland specification #ISP275H-4 for a period of five (5) years. This warranty is not transferable. This warranty covers leaks that could occur as a result of any of the following causes:

- 1) Splits or breaks in the Inland Single Ply System (hereinafter referred to as the ISPS) not resulting from settlement or structural failure of the roof deck or its supporting members.
- 2) Deterioration of any sheet of the ISPS flashing or field membrane as a result of ordinary wear and tear of the elements.
- 3) Improper workmanship on the part of the above named Approved Inland Contractor.

Inland ***will not be responsible for*** leaks or damages to the ISPS caused by any of the following:

- 1) Natural disasters including but not limited to floods, lightning, hail, hurricanes, gales, earthquakes, tornadoes, or vandalism.
- 2) Installation, erection, or construction of any additional equipment or structure on or through the ISPS after the date of completion, without first arranging through Inland for an Approved Contractor to bring the ISPS to current Inland specification requirements.
- 3) Application of, or repairs to the ISPS not in accordance with the current Inland specification #ISP275H-4 and/or not performed by an Approved Inland Contractor with Inland's knowledge after the original completion of the Inland System.
- 4) Exposure to chemicals and/or substances that have been pre-determined to be harmful to the ISPS, including but not limited to commercial and industrial solvents, oils, greases, and other similar substances.
- 5) Failure of any component underlying the ISPS, as well as infiltration of condensation or moisture in, through, around, or above the walls of the building.
- 6) Failure of any materials not manufactured and/or recommended by Inland.
- 7) Traffic upon, or storage of materials on the ISPS.
- 8) Ponding water or the absence of positive drainage within the warranted area.

## GENERAL CONDITIONS:

- 1) Installation of the Inland System must be performed by an Inland Approved Applicator of the Inland Single Ply Roof Systems.
- 2) During the warranty term, Inland shall have access to the ISPS during normal business hours.

- 3) This warranty is not applicable to residential installations or any installation under 100 squares in size unless pre-approved in writing by Inland. Where applicable see Attachment "A" for special approval.

There is specifically excluded from the warranty, any responsibility or liability by Inland for:

- 1) Damage to the building itself and/or the contents thereof.
- 2) Any consequential damages.

In the event that any leak should occur during the warranty period, the owner shall notify Inland and confirm notification in writing within thirty days. Inland will then have the ISPS inspected and, if the leak is within the above noted coverage, cause such leak to be repaired.

Should any repair work or modification to the ISPS proceed by any contractor other than the original Approved Inland Contractor (unless designated by Inland), and/or with materials not recommended by Inland, this warranty shall cease immediately.

This Warranty is exclusive and replaces all other warranties whether expressed or implied by law including the implied warranties of merchantability and fitness for a particular use or purpose. No representative of Inland or any other person has the authority whatsoever to assume for Inland any other liability or responsibility in connection with the ISPS described above.

This warranty shall not become effective until all necessary documentation and fees are received by Inland, any necessary project inspections are completed and the warranty is approved and accepted in writing by an officer of Inland Coatings Corporation.

This warranty shall be deemed a contract and shall be deemed entered into under and pursuant to the laws of the State of Iowa and shall be governed as to all matters and questions whatsoever, whether of validity, construction, interpretation, enforcement or otherwise, by and in accordance with such laws. Any legal actions involved with this warranty shall be brought in the Court of Dallas County, Iowa, i.e., the County Court or Circuit Court of Dallas County, Iowa.

OWNER'S REPRESENTATIVE:

Print Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

APPROVED INLAND CONTRACTOR:

Print Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

INLAND COATINGS CORPORATION:

Print Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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