



### LIMITED IDS NDL SYSTEMS WARRANTY

BLDG NAME:  
BLDG ADDRESS:  
DATE OF ACCEPTANCE:

BLDG OWNER:  
BLDG SQ. FT.:  
RFG CONTRACTOR:

International Diamond Systems, Inc. ("IDS") warrants to the Building Owner ("Owner") of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, IDS will repair any leaks in the IDS Roofing System, resulting from defective material, which was installed by a IDS Approved Roofing Applicator for a period of \_\_\_ years for workmanship and \_\_\_ years for material commencing with the date of acceptance of the IDS Roofing System installation by IDS. The Roofing Applicator is responsible for the workmanship for the first 2 years of this warranty. See below for exact date of warranty expiration.

The IDS Roofing System includes the following IDS materials for the roof described above installed according to IDS's installation specifications: A. Membrane B. Flashing C. Adhesive D. Fasteners/Plates E. Any other material supplied by IDS.

All architects, engineers, construction personnel, and roofing applicators associated with the installation or maintenance of the IDS Roofing System ARE NOT AGENTS OF IDS AND ARE NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS ON BEHALF OF IDS.

The visual inspection performed by an IDS Field Tech. Representative, required by IDS prior to issuance of the warranty can in no way be construed as a certification that the IDS Roofing Systems conforms to IDS Specifications. It shall remain the Owner's / Owner's agent's responsibility, for the life of this warranty, to supervise and monitor the installation and maintenance of the IDS Roofing System, to ensure that only IDS materials and components are used in the installation and maintenance, and to ensure that the IDS Roofing System is installed and maintained according to IDS Specifications. This warranty only covers IDS materials

Any disputes which may arise from or out of this warranty must be settled according to the laws of the State of Ohio in a court of law in the State of Ohio, Lucas County.

### TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide IDS with written notice within thirty (30) days of the discovery of any leaks in the IDS Roofing System. Owner should send written notice of leaks, by certified mail, to International's Warranty Department at the address set forth at the top of this warranty. A warranty complaint questionnaire must be filled out and signed before we can respond to any leaks.
2. If, upon International's inspection, IDS determines that the leaks in the IDS Roofing system are caused by defects in the IDS Roofing System's material, Owner's remedies and IDS's liability shall be limited to IDS's repair of the leaks in the IDS Roofing System.
3. If, upon IDS's inspection, IDS determines that the leak is due to something other than defective material it shall be the owner's responsibility to have the roof repaired to IDS's specification by an IDS Approved Roofing Applicator. Failure to make the necessary repairs in a reasonable amount of time to IDS's specifications will act to void this warranty. The building owner will be responsible to IDS for all charges and expenses incurred as a result of the inspection.
4. This Warranty shall not be applicable if, upon IDS's inspection, IDS determines that any of the following has occurred:
  - a. The IDS Roofing System is damaged by natural disasters, including, but not limited to lightning, fire, earthquake, tornado, hail, hurricanes, winds of peak gust speeds of 55 mph or higher measured at 10 meters above ground, pest or insect infestation; or
  - b. The IDS Roofing System is damaged by any acts of negligence, accidents or misuse, including but not limited to, vandalism, civil disobedience, or acts of war; or
  - c. Deterioration or failure of building components, including, but not limited to, the roof deck, walls, mortar, HVAC units, and metal etc.; or
  - d. Acids, oils, harmful chemicals and the like come in contact with the IDS Roofing System and cause leaks.
  - e. Defects, deterioration or moisture in the underlying deck, substrate or structure, or engineering or design defects.
5. This Warranty shall be null and void if any of the following shall occur:
  - a. If, after installation of the IDS Roofing System by a IDS Approved Roofing Applicator there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, or utilities are placed upon or attached to the roof without first obtaining written authorization from IDS; or
  - b. Failure by the Owner or lessee to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on IDS's Care & Maintenance Information Guide which accompanies this Warranty; or
  - c. Excessive ponding of water that remains on the roofing system more than forty-eight hours.
  - d. The use of material not supplied by International or an agent thereof.
  - e. Owner fails to comply with every term or condition stated herein.
6. During the term of this Warranty, IDS, its agents or employees, shall have free access to the roof during regular business hours.
7. IDS shall have no obligation under this Warranty until all bills for installation, supplies, service, and warranty charges have been paid in full to the IDS Authorized Roofing Applicator, the distributors, IDS, and material suppliers. Notice of lien is hereby given pursuant to state laws in the event expenses/costs/fees for material, labor and warranty repairs are not paid in accordance with terms of invoices. All attorney and collection fees will be the responsibility of the building owner.
8. IDS'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.
9. IDS shall have no obligation under this warranty if the building is NOT used for commercial purposes. Such noncommercial use shall include, but is NOT limited to use for residential, personal, family, or household purposes.
10. **This warranty is non-transferable**
11. This Warranty supersedes and is in lieu of any and all other expressed warranties that are in conflict with the terms and conditions stated herein.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE ROOFING SYSTEM OR MEMBRANE. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. INTERNATIONAL SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW WHATSOEVER.



#### THIS WARRANTY EXPIRES:

INTERNATIONAL DIAMOND SYSTEMS, INC

AUTHORIZED SIGNATURE: \_\_\_\_\_

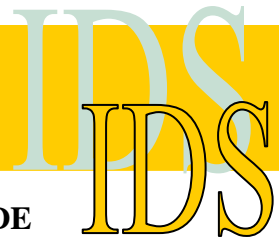
TITLE:

DATE OF ISSUE:

BUILDING OWNER'S SIGNATURE: \_\_\_\_\_

ROOFING CONTRACTOR: \_\_\_\_\_

NOTE: Signed "office copy" of warranty must be returned to IDS to be valid



## INTERNATIONAL'S CARE AND MAINTENANCE GUIDE

Congratulations on your purchase of a state-of-the-art roofing system. Proper installation of your system requires following all product manufacturers' recommended procedures. Initially, assuring proper installation requires active participation by the Building Owner. Although not exhaustive, this Installation and Maintenance Guide is intended to assist you in avoiding some common pitfalls and accomplishes your goal of proper installation and maintenance.

\*\*\*\*\*IDS RECOMMENDS:

1. That the Building Owner and/or agent employ competent roofing installation professionals; architects, consultants, engineers, and roofing contractors.
  - a. As IDS reserves the right to grant and revoke approvals, always confirm the status of your roofing contractor.
  - b. All such personnel are agents of the Building Owner and NOT IDS.
  - c. If the Building Owner discovers a leak, this leak must be investigated by his local roofer, consultant, architect or engineer. Then if you are reasonably sure that it is deteriorated material causing the leak contact IDS in writing and by telephone immediately for scheduling an investigation. The Building Owner is responsible to pay for the investigation in the event it is not IDS membrane or IDS products deteriorating. Failure to pay such investigation fees will null & void the warranty if the leaks are not caused by IDS membrane or IDS products.
2. That the Building Owner and/or agent employ a qualified independent inspector throughout installation.
3. That the Building Owner confirms compliance with all state, county, city and local building specifications and taxes. IDS specifications have been developed to meet requirements for the IDS Warranty.
4. That the Building Owner and/or agent obtain copies of and consult IDS specifications and literature prior to installation.
5. That the Building Owner and/or agent confirm that the existing substrate is compatible with the IDS system installation.
6. That the Building Owner and/or agent inspect the existing substrate for moisture.
  - a. An existing wet substrate damages the integrity of the entire roofing system
  - b. All wet sections of the existing substrate MUST be removed and replaced prior to installation of the IDS roofing system.
  - c. The existing wet substrate is not discoverable by visual inspection after installation. Damage caused by this condition is specifically excluded by the IDS Warranty.
7. That the Building Owner and/or agent inspect the existing deck for structural integrity. The existence of structural flaws is not discoverable by visual inspection after installation. Damage caused by this condition is specifically excluded by the IDS Warranty.
8. That the Building Owner and/or agent protect the roofing system from damage caused by mechanical contractors or others permitted access to the roof. The use of walkway pads protects the roofing system from damage.
9. That the Building Owner and/or agent install adequate and proper drains. Ponding water damages the integrity and risks the warrantability of the roofing system.
10. That IDS's specifications be provided to all contractors participating in the installation of the system.
  - a. All metal work, counter flashings, copings, and perimeter installations must be fastened and sealed according to IDS specifications.
  - b. Although metal components are specifically excluded by the IDS Warranty, failure to properly install according to IDS specification risks warrantability of the roofing system.
11. That the Building Owner and/or agent verify that porous block, sheet metal protrusions (e.g. air conditioning units, ventilation ducts, etc.) are properly sealed

12. That the Building Owner and/or agent consider the type and extent of the warranty required prior to installation
  - a. The IDS Warranty extends only to IDS products.
  - b. Any project requiring the issuance of an extended warranty must be reported to IDS prior to installation for additional specifications and details. Warranties exceeding ten (10) years for workmanship or ten (10) years for materials are considered extended.
  - c. The visual inspection provided by IDS is a service to the roofing contractor in order to determine the warrantability of the roofing system. The inspection is not a certification that all conditions of the roofing system conform to IDS specifications.
  - d. Warranties are NOT available for noncommercial use.
  - e. Failure of metal flashings, surface treatments, mechanical units, etc., which allow moisture to penetrate beneath the membrane are specifically excluded by the IDS Warranty.

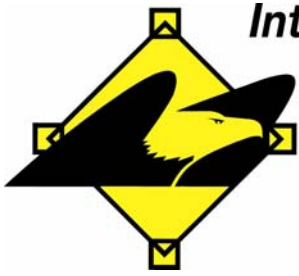
\*\*\*\*\***MAINTENANCE RECOMMENDATIONS:**\*\*\*\*\*

1. Inspect the roof at least twice yearly in the Spring and Fall. Also, inspect the roof after any severe weather.
2. Record maintenance procedures as they occur and keep a log of all access times and parties working on the roof.
3. Do not permit ponding water to exist on the roof. Ponding water is defined as standing water remaining on the roof for forty-eight (48) hours.
4. Keep roof areas clean. Debris on the roof causes damage including, but not limited to improper drainage, ponding water and holes.
5. Do not expose the IDS Roofing System to acids, solvents, greases, oils, fats, chemicals, etc. If the IDS Roofing System is subject to contact with such materials, notify IDS immediately. NOTE: roof coatings and sealants are not covered by the IDS warranties.
6. Do not permit roof traffic. The IDS Roofing System is designed to be a waterproofing membrane. If there is roof traffic for any reason, contact IDS for the installation of protective walkway pads.
7. Properly and regularly maintain all counter flashing, metal work, drains, skylights, equipment curbs and supports, and any other roof top accessories.
8. Do not install additional equipment on your IDS roof, (e.g. HVAC units, antennas, vents, drains, etc.) without contacting IDS in writing for approval, before proceeding.
9. Should you have a leak:
  - a. Check for the obvious: clogged drains, loose counter flashings, broken skylights, open grills or vents, broken water pipes, and cracked walls etc.
  - b. Record conditions resulting in leakage: heavy or light rain, wind direction, temperature, time of day etc.. All of these are important clues for tracing the cause of the leak. If you are prepared with the facts, the diagnosis and repair can proceed quickly.
  - c. If you are reasonably sure that the IDS Roofing System is the cause of the leak, contact an IDS Field Tech. Supervisor immediately.

**Proper maintenance is not only essential, but is REQUIRED.** Compliance with this guide will assist the Building Owner in maintaining a watertight roof for many years.

In the event of a problem we recommend you contact your agent/approved applicator prior to contacting IDS.

Thank you for choosing IDS. We appreciate your business. Please feel free to contact us with any questions, concerns, requests, or comments. Additional literature and information is readily available.



**International  
Diamond  
Systems**

DATE: \_\_\_\_\_  
JOB NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Warranty Complaint Questionnaire

Please complete this form, sign, and return to International so that we may proceed with your claim. A detailed incident report is necessary for warranty purposes.

Have there been any prior complaints about this roofing system? \_\_\_\_\_ Date \_\_\_\_\_  
Is the roof leaking? \_\_\_\_\_ If yes, how many leaks are present? \_\_\_\_\_  
Has anyone inspected the roof to determine what is causing the leaks? \_\_\_\_\_  
If yes, who? \_\_\_\_\_  
What was determined to be causing the leak(s)? \_\_\_\_\_  
Is wind damage apparent? \_\_\_\_\_ Are any screws pulled from the deck? \_\_\_\_\_  
Is there any interior damage? \_\_\_\_\_ Is there wet insulation present? \_\_\_\_\_  
Has your roofing system required repairs since installation? \_\_\_\_\_  
If yes, by whom? \_\_\_\_\_  
Has anything been installed on or through the roof since installation? \_\_\_\_\_  
Has anyone (mechanical contractors, etc.) been on the roof since installation? \_\_\_\_\_

There is no charge for repairs if International determines the problem is covered by your limited warranty. **If International responds to your claim and determines the problem is not warranty related there is a charge of \$500.00 per man per day plus expenses from port to port.** International charges \$90.00 per hour plus materials to perform repairs that are not covered by the warranty. IDS will bill you for all charges and expenses resulting from non-warranty claims. EPDM Sheet Only warranties require a deposit by certified check, money order or acceptable payment prior to IDS having the obligation to respond. Deposit will be based on location, time, material and expenses. If the invoice is not paid within 10 days IDS will null and void your limited warranty per paragraph 7 of your limited warranty. Please read the "Terms & Conditions" of your limited warranty. The Building Owner is responsible for any litigation fees and attorney fees if IDS's bills are not paid. In the event a dispute between parties that cannot be settled, all law suits or legal action must be filed in Toledo, Lucas County, Ohio in a competent jurisdiction in such county. Notice of lien is hereby given pursuant to state laws in the event expenses/costs/fees for material, labor and warranty repairs are not paid in accordance with terms of invoices. We recommend you consult with your agent/approved applicator prior to signing and returning this warranty claim form. IDS reserves the right to request minimum payment prior to investigating this claim. Payment will be reimbursed if IDS determines it is IDS's responsibility. If the Building Owner and/or his agent misrepresent vandalism, acts of God, fire, etc IDS will charge \$90.00 per man hour from port to port plus expenses upon discovery.

Purchase order # \_\_\_\_\_ Form of Payment \_\_\_\_\_

Building Owner signature \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: This form must be signed before we will respond to your warranty complaint.**