



Warranty No.: AVB 100-00000

Standard 5-Year Air and Vapor Barrier Warranty

SOPRASOLIN HD

Building Name:	
Building Address:	
Owner Name:	
Owner Address:	
Contractor:	
Products Warranted:	
Area Covered (Square Feet):	Length of Warranty:
Completion Date of Installation:	

1. Limited Product Replacement Warranty

SOPREMA, Inc., an Ohio corporation, subject to the terms, conditions and limitations set out below, warrants that the products listed above (the "Products") were free from manufacturing defects at time of production and the Products will not fail in a properly designed and installed building envelope system during the length of the warranty. The term of this warranty runs from the completion date of the installation, as indicated above.

THE WARRANTY EXPRESSED ABOVE SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. Reporting Claims

To report a claim, follow the procedure set forth in Form 900 – Warranty Claim Procedure.

3. Your Remedy

If a valid claim is confirmed, then SOPREMA will, at its option (and subject to the limitation set out below), either provide you with replacement material or refund your purchase price for the failed Products. If replacement Product is provided, this warranty shall apply to the replacement Products for the remainder of its term. THESE REMEDIES ARE YOUR SOLE AND EXCLUSIVE REMEDIES AGAINST SOPREMA.

4. Conditions

SOPREMA does not have any obligation under this warranty unless this document has been signed by both parties and you promptly notify SOPREMA of your claim. Any claim submitted within 30 days of discovery of the potential Product failure will be deemed prompt.

5. Exclusions and Limitations

THE MAXIMUM LIABILITY OF SOPREMA DURING THE LIFE OF THIS WARRANTY IS LIMITED TO THE ORIGINAL PURCHASE PRICE YOU PAID FOR THE PRODUCTS.

IN NO EVENT SHALL SOPREMA BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR

OTHER SIMILAR DAMAGES, including, for example, injury to or illness or death of people or animals, damage or destruction of property or equipment, or the presence or growth of mold, mildew or other similar substance.

All services conducted by SOPREMA related to design, construction, review of project conditions and on-site inspections are limited in scope and do not expand the provisions of this warranty. Accordingly, these services were not offered, and you did not rely upon them, as a substitute for quality assurance, project management or professional design services.

This warranty does not cover, and SOPREMA is not responsible for, improper design, use, storage or installation of the Products or for any labor costs, tear-off costs, disposal costs, equipment costs, or other costs incurred for installing or removing defective products or for installing replacement Products.

6. Modification

To be valid, any modification of this document must be set forth in a rider and signed by a corporate officer of SOPREMA.

7. Not Transferable

This warranty is made only to you and is not transferable or assignable in any manner.

8. General

This warranty is governed by and shall be construed in accordance with the internal laws of Ohio, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. Any action for breach of this warranty must be filed in a court of competent jurisdiction located within Ohio.

The terms of this warranty are severable so that any illegal, invalid or unenforceable provision, if feasible, shall be modified so that it becomes legal, valid and enforceable, or if not feasible, stricken, in either case without affecting the validity or enforceability of the remaining provisions.

This warranty document includes Form 900 – Warranty Claim Procedure.

SOPREMA, Inc.

Owner:

By: _____
Title: Vice President/General Manager
Date:

By: _____
Title:
Date: