Warranty No.: 115-000000

Limited Warranty For Roofing/Waterproofing

Building Name:		
Building Address:		
Owner Name:		
Owner Address:		
Roofing/Waterproofing Material:	Flashing Material:	
Warranty Fee: $	Total Squares:	
Term of Warranty: ___ Years	Warranty Start Date:	Warranty End Date:

Limited Product Replacement Warranty
SOPREMA, Inc., an Ohio corporation, warrants to you that your SOPREMA® roofing/waterproofing products, when properly installed, maintained, and cared for, will remain watertight for the full term of this warranty. It is made subject to all the terms, conditions, and limitations set forth below and on the reverse.

Reporting Claims
Owner must promptly notify SOPREMA in writing of any claim against this warranty. The notice must include proof of warranty fee payment (for example, a copy of your purchase receipt) and a reasonably detailed description of the issues associated with the SOPREMA products. Owner is also encouraged to send photographs of representative conditions. Email claims to **warrantyclaims@soprema.us**. After receiving a properly documented claim, SOPREMA will promptly investigate and report its findings and conclusions back to Owner.

Remedy
When the validity of a claim is confirmed, SOPREMA will, at its option, either provide Owner with a sufficient quantity of roofing/waterproofing products for Owner to replace the products that are leaking or refund Owner's purchase price for the leaking SOPREMA products. If replacement products are provided, the original warranty shall apply to the replacement products for the remaining balance of the term of this warranty.

NOTICES
THE WARRANTY EXPRESSED IN THIS DOCUMENT 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 ANY PARTICULAR PURPOSE.

THE ABOVE-STATED REMEDY IS YOUR SOLE AND EXCLUSIVE REMEDY AGAINST SOPREMA UNDER THIS WARRANTY.

IN NO EVENT IS SOPREMA LIABLE TO OWNER OR ANY OCCUPANT OF THE BUILDING FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR OTHER SIMILAR DAMAGES.

SOPREMA'S MAXIMUM LIABILITY DURING THE LIFE OF THIS WARRANTY IS LIMITED TO THE ORIGINAL PURCHASE PRICE OWNER PAID FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE WARRANTY.

This warranty is not valid until activated. To be activated, it must be signed by Owner and returned to SOPREMA. Activation must occur within three months after the Warranty Start Date stated above, or any later date agreed to by SOPREMA. Once activated, the warranty is effective retroactive to the Warranty Start Date.

Owner:	**SOPREMA, Inc.**
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date:

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Terms, Conditions and Limitations

1. The SOPREMA® roofing/waterproofing materials covered by this warranty (this "**Warranty**") are the roofing/waterproofing products specifically identified by number or other description on the face of this Warranty (referred to as the "**roofing/waterproofing**").

2. The design and installation of the SOPREMA roofing/waterproofing products and all other associated components must be in accordance with applicable instructions, details, specifications, approvals, codes, laws, and regulations. All services by SOPREMA related to design, construction, review of project documents or conditions and site visits are limited in scope and do not expand the provisions of this Warranty. These services were not offered, and should not be considered, as a substitute for fulltime quality assurance, project management or professional design services.

3. Owner, or Owner's designated representative, is responsible for ensuring that the roofing/waterproofing products are properly installed, maintained and cared for. For further information and guidance, you may wish to review the Manual of Roof Maintenance and Repair jointly published by the National Roofing Contractors Association and the Asphalt Roofing Manufactures Association, or other applicable industry publications.

4. This Warranty covers SOPREMA roofing/waterproofing products when used in a properly designed and installed roofing/waterproofing assembly that develops a leak due to a manufacturing defect in the products. This Warranty does not extend to the workmanship of the installing contractor, or any other cause, condition, or exposure resulting in a leak or any other damages.

5. It is Owner's responsibility to promptly notify SOPREMA of its claim. Any claim submitted within 30 days of discovery will be deemed prompt.

6. SOPREMA does not warrant that the color of any replacement product will match the color of the original product.

7. This Warranty becomes a binding contract once it has been signed by both parties and SOPREMA has been paid in full for the roofing/waterproofing as well as any applicable warranty fee.

8. SOPREMA's failure to exercise or enforce any of its rights under this Warranty is not a waiver and does not preclude SOPREMA from exercising the same or any other right in the future. Owner's failure to comply with any of the provisions of this Warranty applicable to it relieves SOPREMA of its obligations under this Warranty.

9. This Warranty is governed by and shall be construed and enforced 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 lawsuit by Owner that is related to the roofing or this Warranty, including the alleged breach of this Warranty, must be filed in either the Medina County, Ohio Court of Common Pleas or the U.S. District Court for the Northern District of Ohio. Owner irrevocably consents to the jurisdiction and venue of these courts.

10. In order for Owner to bring a lawsuit against SOPREMA, Owner must, as a condition precedent thereto, (a) have complied with all of the terms and conditions of this Warranty applicable to it, and (b) the lawsuit must be commenced within one (1) year after the cause of action accrues. Time is of the essence. The failure to satisfy either of these conditions precedent shall result in Owner's claims being forever barred.

11. 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 so feasible, stricken, in either case without affecting the validity or enforceability of the remaining provisions.

12. SOPREMA disclaims, and Owner waives, any affirmation of fact or promise not expressly stated in this Warranty that may have been made by SOPREMA or any of its employees, agents, representatives, or distributors.

13. The damages excluded by the terms of this Warranty include, but are not limited to, damage caused by products not sold by SOPREMA, loss or reduction of profits, interruption of business, injury to or illness or death of people, animals or other living organisms, damage or loss caused by or attributable to indoor air quality (including, but not limited to, the presence or growth of mold, mildew or other similar substance in, on or about the roof assembly), or damage to or destruction of property, including the building or any of its contents, even if SOPREMA has been advised of the possibility, or even the likelihood, of any of these types of damages.

14. This Warranty is not transferable or assignable in any manner.

For Questions Contact: **SOPREMA, Inc., Warranty Department**
201 Quadral Drive
Wadsworth, OH 44281-9571
Phone: (330) 334-0066
www.soprema.us

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