



Standard Manufacturing Warranty

Express Warranty

SOPREMA, Inc., an Ohio corporation, warrants to both its customer and the end user (for convenience, collectively referred to below as “you” or “your”) that all SOPREMA-branded products, at time of production, were free from manufacturing defects. The term of this warranty runs for 5 years after the date the subject products were sold by SOPREMA. This warranty is made subject to all the terms and conditions set forth below. By purchasing or accepting the installation of the products, you agree to be bound by all of the provisions of this warranty.

Reporting Claims

Claims against this warranty must be made in writing and received by SOPREMA within 30 days after you discover the alleged defect. The notice of claim must include proof of purchase. Email claims to warrantyclaims@soprema.us. After receiving a properly documented claim, SOPREMA will promptly investigate and report its findings and conclusions back to you.

Remedy

This is a limited product replacement warranty. When a valid claim is made against this warranty, SOPREMA will provide you, at SOPREMA's expense and as your SOLE AND EXCLUSIVE REMEDY, with either an equal quantity of replacement product or a refund of the sales proceeds received by SOPREMA when it sold the products to the first purchaser, net of taxes, freight, and other add-ons. If replacement products are provided, this warranty shall apply to the replacement products for the remaining balance of the term of the warranty. SOPREMA does not warrant that the color of any replacement product will match the color of the original product.

NOTICES AND LIMITATIONS

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.

SOPREMA'S MAXIMUM LIABILITY DURING THE LIFE OF THIS WARRANTY IS LIMITED TO THE ORIGINAL SALES PRICE RECEIVED BY SOPREMA FOR THE PRODUCTS THAT ARE THE SUBJECT OF THIS WARRANTY.

IN NO EVENT IS SOPREMA LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR OTHER SIMILAR DAMAGES.

This warranty will provide you with a remedy when any of the subject products fail due to a manufacturing defect. Some examples of conditions and types of damage that are not covered by this warranty include:

- Improper use, order, sequencing, storage or handling of materials or systems.
- Installation workmanship.
- The lack of positive slope or inadequate drainage.
- Failure of substrates or attachment.
- Deficient pre-existing conditions.
- Incompatible materials or substances.

SOPREMA disclaims, and you waive, 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, sales representatives, other representatives, or distributors.

This warranty is effective, and SOPREMA will be obligated to honor this warranty, only upon SOPREMA's receipt of payment in full for the products so warranted.

This warranty is void and of no effect if the products have been altered, damaged, misused, mishandled, or improperly stored subsequent to tender of delivery by SOPREMA to its customer.

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. Your failure to comply with any of the provisions of this warranty applicable to you relieves SOPREMA of its obligations under this warranty.

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 you that is related to 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. Any lawsuit by you must be commenced within 1 year after the cause of action accrues.

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.

For Questions Contact: SOPREMA, Inc.
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