



Warranty No.: BG 100-000000

**Standard Below Grade Waterproofing Warranty**

Building Name:		
Building Address:		
Description:		
Owner Name:		
Owner Address:		
Contractor:		
Area Covered (Square Feet):	Material Warranted:	
Term of Warranty: ___ Years	Warranty Start Date:	Warranty End Date:

**Express Warranty**

SOPREMA, Inc., an Ohio corporation, warrants to you that your newly installed SOPREMA waterproofing materials were free from manufacturing defects at time of manufacture and that the waterproofing system, when properly installed, maintained and used for the purpose intended, will remain watertight for the full term of this warranty. This warranty is made subject to all the terms, conditions, and limitations set forth below.

**Reporting Claims**

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

**Remedy**

When you make a valid claim, SOPREMA will provide the material necessary to return the waterproofing system to a watertight condition. Prior to warranty repairs commencing, the applicable sections of the waterproofing system must be exposed, at your expense, to provide full access as necessary to accommodate repairs.. Alternatively, SOPREMA may elect to make repairs from inside your building or structure. In that case, prior to warranty work commencing, you are responsible for removing any interior obstructions to provide full access as necessary to accommodate waterproofing system repairs.

LIABILITY FOR REPAIR IS LIMITED TO COST OF MATERIALS REQUIRED TO REPAIR THE LEAKS, APPROVED BY SOPREMA IN ADVANCE. SOPREMA'S TOTAL LIABILITY UNDER THIS WARRANTY SHALL NOT EXCEED AN AMOUNT EQUAL TO THE ORIGINAL SOPREMA INVOICED PRICE FOR THE WATERPROOFING MATERIALS USED AT THE BUILDING.

**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.

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

This warranty document includes all of the following:

1. The Terms, Conditions and Limitations printed on the reverse.
2. Form 900 – Warranty Claim Procedure.

This warranty is not valid until activated. To be activated, it must be signed by Owner and returned to SOPREMA within three months after the warranty start date. Until activated, the warranty is not binding against either party.

**SOPREMA, Inc.**

**Owner:**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

## Terms, Conditions and Limitations

1. The components of your waterproofing system covered by this warranty (the "Warranty") are the materials specifically identified by number or other description on the face of this Warranty.
2. The authorized contractor who installed the waterproofing system is not an agent of SOPREMA. Any future work impacting the waterproofing system must be performed by a contractor selected and hired by you and authorized by SOPREMA. Contact SOPREMA if you would like to receive a list of authorized contractors in your area.
3. The design and installation of the waterproofing system and all other components must be in accordance with applicable instructions, details, specifications, approvals, codes, laws, and regulations. 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 should not be considered, as a substitute for fulltime quality assurance, project management or design services.
4. This Warranty covers a properly designed and installed waterproofing system that develops a leak due to a manufacturing defect in the materials covered by the Warranty. The Warranty will provide Owner with a remedy when Owner follows the Warranty Claim Procedure (see Form 900) and the claim is validated by SOPREMA.
5. Following are some examples of conditions and types of damage that are not covered by the Warranty:
  - a. The effects of lightning, fire, flood, contaminates, thermal shock, explosion, or seismic event.
  - b. Installation workmanship.
  - c. Improper use, order, sequencing, storage or handling of materials or systems.
  - d. Inadequate drainage.
  - e. Inaccessible, concealed waterproofing system located below or behind other building system or components, structures, soil, equipment and overburden.
  - f. Failure to apply the waterproofing system materials to a suitable substrate, or subsequent substrate failure.
  - g. The failure of waterproofing system substrates or attachment.
  - h. A deficient pre-existing condition or any sources of water entry other than the waterproofing system.
  - i. Building, foundation or substrate settlement, cracking, movement, vibration, or displacement.
  - j. The accumulation of moisture from condensation in, below or behind the waterproofing system.
  - k. Exposure to extreme temperatures or humidity, for example, from equipment, exhaust, steam, hot water, freezers, or cold storage.
  - l. Plants, animals, insects, or other living organisms.
  - m. Incompatible materials or substances.
  - n. Deliberate or negligent acts such as damage from other trades, inadequate protection during and after construction, vandalism, misuse, or abuse.
  - o. Physical damages to the waterproofing system during or after construction.
  - p. Change in building, site and occupancy.
  - q. Unauthorized or improper repairs or modifications to the waterproofing system.
6. The Warranty becomes a binding contract once it has been signed by both parties and all fees and expenses associated with the waterproofing project have been paid in full.
7. Temporary, emergency repairs to stop a leak may be made at Owner expense and will not void the Warranty; however it is Owner's responsibility to pay the cost of removing any excessive repairs. Promptly after making emergency repairs, Owner is responsible for following the Warranty Claim Procedure (see Form 900).
8. SOPREMA's failure to exercise or enforce any of its rights or powers under this Warranty is not a waiver and does not preclude SOPREMA from exercising any right or power 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 Warranty, or the alleged breach of the Warranty, must be filed in 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 the 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 the 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. This Warranty document (and the documents referred to herein) sets forth the entire agreement between SOPREMA and Owner with respect to the waterproofing system. SOPREMA disclaims, and Owner waives, any affirmation of fact or promise that may have been made by SOPREMA or any of its employees, agents, representatives, or distributors that is not expressly stated in this Warranty.
13. The damages limited by the terms of the Warranty include, but are not limited to, loss or reduction of profits, interruption of business, injury to or illness or death of people, plants or animals, 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 waterproofing system), 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 may be transferred to a subsequent building owner upon compliance with the following requirements: (a) a transfer request is made in writing to SOPREMA's Warranty Department, (b) at the time the request is made, you pay SOPREMA its then current transfer fee, and (c) you make any repairs to the waterproofing system or other building components that are identified by SOPREMA after an site visit as being necessary to preserve the integrity of the waterproofing system.

**For Questions Contact:**

**SOPREMA, Inc.  
Warranty Department  
310 Quadral Drive  
Wadsworth, OH 44281-9571  
Phone: (800) 356-5521  
www.soprema.us**