



Warranty No.: 102-000000

Standard Roof Recover Warranty

Building Name:		
Building Address:		
Roof Section:		
Owner Name:		
Owner Address:		
Contractor:		
Total Squares:	Roof Recover Material:	Flashing Material:
Term of Warranty: 10 Years	Warranty Start Date:	Warranty End Date:

Express Warranty

SOPREMA, Inc., an Ohio corporation, warrants to you that the SOPREMA roof recover system installed over top of your existing roof were free from manufacturing defects at time of manufacture and, when properly designed, 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 900 – Warranty Claim Procedure.

Remedy

When you make a valid claim, SOPREMA will, at its option (and subject to the limitation set out below), either provide you with a sufficient quantity of replacement membrane to return the leaking membrane to a watertight condition or refund your purchase price for the defective membrane. If replacement product is provided, the original warranty shall apply to the replacement membrane for the balance of the term of the 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 A 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.

SOPREMA'S TOTAL LIABILITY UNDER THIS WARRANTY SHALL NOT EXCEED AN AMOUNT EQUAL TO THE ORIGINAL SOPREMA INVOICED PRICE FOR THE ROOF RECOVER SYSTEM. This warranty document includes all of the following:

1. The Terms, Conditions and Limitations printed on the reverse.
2. Form 900 – Warranty Claim Procedure.
3. Form 901 – Care and Maintenance Guide.

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: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

Terms, Conditions and Limitations

1. The components of your roof recover system covered by this warranty (the "Warranty") are the new products specifically identified by number or other description on the face of this Warranty.
2. The authorized contractor who installed the roof recover system is not an agent of SOPREMA. Any future work impacting the roof recover system must be performed by a contractor selected and hired by Owner 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 roof recover 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. Owner is responsible for ensuring that the roof recover system is maintained in accordance with SOPREMA's Care and Maintenance Guide (see Form 901) and for promptly notifying SOPREMA of any change in occupancy usage or any condition adversely affecting the roof recover system.
5. During the entire term of the Warranty, upon request, SOPREMA and any contractors it hires shall have full, safe and free access to the roof. Access shall be provided during regular business hours, and, if requested in advance, any other times.
6. This Warranty covers a properly designed and installed roof recover system that develops a leak due to a manufacturing defect. 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.
7. Following are some examples of conditions and types of damage that are not covered by the Warranty:
 - a. Leaks resulting from pre-existing materials, roof decks, insulation system, membranes, flashings and all other substrates recovered by the new roof membranes.
 - b. The effects of lightning, fire, flood, acid rain, thermal shock, explosion, hail, seismic event, wind storm, hurricane, tornado, or microburst.
 - c. Installation workmanship.
 - d. Improper installation, use, order, sequencing, storage or handling of materials or systems.
 - e. The lack of positive roof slope or inadequate drainage.
 - f. Inaccessible leaks concealed below roof-supported equipment or overburden.
 - g. Failure to apply the roof recover system to a suitable substrate, or subsequent substrate failure.
 - h. The failure of roof recover system substrates or attachment.
 - i. A deficient pre-existing condition or any sources of water entry other than the roof recover system.
 - j. Building or substrate settlement, deflection, movement, vibration, or displacement.
 - k. The accumulation of moisture from condensation in or below the roof recover system.
 - l. Exposure to extreme temperatures or humidity, for example, from equipment, exhaust, steam, hot water, freezers, or cold storage.
 - m. Plants, animals, insects, or other living organisms.
 - n. Incompatible materials or substances.
 - o. Deliberate or negligent acts such as excessive traffic, rooftop storage, vandalism, misuse, or abuse.
 - p. Falling, flying, dropped, discharged or blown materials, objects or debris.
 - q. Change in building occupancy or rooftop usage.
 - r. Unauthorized or improper repairs or modifications to the roof recover system.
8. The Warranty becomes a binding contract, effective retroactively to the Warranty start date, once it has been signed by both parties and all fees and expenses associated with the roofing project have been paid in full.
9. 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).
10. 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.
11. 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.
12. 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.
13. 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.
14. This Warranty document (and the documents referred to herein) sets forth the entire agreement between SOPREMA and Owner with respect to the roof recover 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.
15. 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 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 roofing 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.
16. 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 roof recover system or other roof or building components that are identified by SOPREMA after an site visit as being necessary to preserve the integrity of the roof recover system.

For Questions Contact:

**SOPREMA, Inc.
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