**Warranty No.: 100-000000**

# Standard Roofing Warranty

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|---|---|---|
| Building Name: | | |
| Building Address: | | |
| Roof Section: | | |
| Owner Name: | | |
| Owner Address: | | |
| Contractor: | | |
| Total Squares: | Roofing Material: | Flashing Material: |
| Term of Warranty: ___ Years | Warranty Start Date: | Warranty End Date: |

**Express Warranty**
SOPREMA, Inc., an Ohio corporation, warrants to you that your SOPREMA® roofing 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 provide the labor and material necessary to return the roofing to a watertight condition.

**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.
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 stated above, or any later date agreed to by SOPREMA. Once activated, the warranty is effective retroactive to the Warranty Start Date.

**SOPREMA, Inc.**

By: _____
Name:
Title:
Date:

**Owner:**

By: _____
Name:
Title:
Date:

**Terms, Conditions and Limitations**

1. The SOPREMA® roofing materials covered by this warranty (this "**Warranty**") are the roofing and flashing materials specifically identified by number or other description on the face of this Warranty.

2. The authorized contractor who installed the roofing is not an agent of SOPREMA. Any future work impacting the roofing 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 assembly 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.

4. Owner is responsible for ensuring that the roofing 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 other condition adversely affecting the roofing.

5. During the entire term of the Warranty, upon request, SOPREMA and anyone it hires shall have full and free rooftop access. Access shall be provided during regular business hours, and, if requested in advance, any other times.

6. This Warranty covers SOPREMA roofing products included in a properly designed and installed roof assembly that develops a roofing leak due to a product 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 this Warranty:
   a. The effects of lightning, fire, flood, acid rain, thermal shock, explosion, hail, wind, or seismic event.
   b. Installation workmanship.
   c. Improper use, order, sequencing, storage or handling of materials or systems.
   d. The lack of positive slope or inadequate drainage.
   e. Inaccessible leaks concealed below rooftop equipment, overburden, and all other products applied to the roofing or flashing materials.
   f. Failure to apply the roofing to a suitable substrate, or subsequent substrate failure.
   g. The failure of roofing substrates or attachment.
   h. A deficient pre-existing condition or any sources of water entry other than the roofing.
   i. Building or substrate settlement, deflection, movement, vibration, or displacement.
   j. The accumulation of moisture from condensation in or below the roofing.
   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 excessive traffic, rooftop storage, vandalism, misuse, or abuse.
   o. Falling, flying, dropped, discharged or blown materials, objects or debris.
   p. Change in building occupancy or rooftop usage.
   q. Unauthorized or improper repairs or modifications.

8. This Warranty becomes a binding contract 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 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.

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 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.

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 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.

13. 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.

14. This Warranty document (and the documents referred to herein) sets forth the entire agreement between SOPREMA and Owner with respect to the roofing. 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.

15. The damages excluded by the terms of this Warranty include, but are not limited to, 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.

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, SOPREMA is paid its then current transfer fee, and (c) you complete any repairs to the roof assembly or other building components that SOPREMA believes are necessary to preserve the watertight integrity of the roofing for the remaining term of this Warranty.

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