



Warranty No.: BG100-000000

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, 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 900 – Warranty Claim Procedure.

Remedy

When you make a valid claim, SOPREMA will provide the material necessary to return the waterproofing to a watertight condition. Prior to warranty repairs commencing, the affected waterproofing 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 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 APPLIED 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 stated above, or any later date agreed to by SOPREMA. Once activated, the warranty is effective retroactive to the Warranty Start Date.

SOPREMA, Inc.

Owner:

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

Terms, Conditions and Limitations

1. The SOPREMA® waterproofing materials covered by this warranty (this "Warranty") are the waterproofing materials specifically identified by number or other description on the face of this Warranty.
2. The authorized contractor who installed the waterproofing is not an agent of SOPREMA. Any future work impacting the waterproofing 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 waterproofing 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 waterproofing 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 waterproofing.
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 waterproofing products included in a properly designed and installed waterproofing assembly that develops a waterproofing 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, 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 leaks, for example, those located behind building systems, components or equipment, soil, or other overburden.
 - f. Failure to apply the waterproofing to a suitable substrate, or subsequent substrate failure.
 - g. The failure of waterproofing substrates or attachment.
 - h. A deficient pre-existing condition or any sources of water entry other than the waterproofing.
 - i. Building, foundation or substrate settlement, cracking, movement, vibration, or displacement.
 - j. The accumulation of moisture from condensation in or below the waterproofing.
 - 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 occupancy.
 - q. Unauthorized or improper repairs or modifications to the waterproofing.
8. This 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.
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 waterproofing 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 waterproofing. 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 waterproofing 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 waterproofing or other building components that SOPREMA believes are necessary to preserve the watertight integrity of the waterproofing for the remaining term of this Warranty.

For Questions Contact:

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