



**30 Year Limited Tile Underlayment Warranty
Labor and Material Remedy**

Project Information

Building Address:
Owner Name:
Products: (1) LASTOBOND® PRO TU HT or (2) LASTOBOND® REINFORCED HT and LASTOBOND® PRO TU HT, as well as (3) All related SOPREMA accessory products
Term of Warranty: 30 Years

Express Warranty

SOPREMA, Inc., an Ohio corporation, warrants to you, the "Owner" named above, that the new SOPREMA® underlayment membranes installed on your roof (which membrane choices are identified above), as well as any new SOPREMA accessories installed in conjunction with the membranes, were produced free from manufacturing defects that affect the ability of the membrane to perform in a watertight manner for 30 years from the date of completion of underlayment installation. This warranty does not cover any other products. This warranty is made subject to all the terms, conditions, and limitations set forth below and on the other documents that are made a part of this warranty.

Reporting Claims

If your SOPREMA underlayment develops a leak, follow the procedure set forth in Form TU900 – Warranty Claim Procedure. After receiving a properly documented claim, SOPREMA will promptly investigate and report its findings and conclusions back to you.

Remedy

Once the merits of your claim are confirmed, SOPREMA will repair or replace the affected membrane, **including the associated labor and material**. If replacement material is provided, the replacement material is warranted to be free from manufacturing defects for the remaining life of this warranty. SOPREMA's maximum liability under this warranty is limited to the originally invoiced price for the SOPREMA® underlayment membrane and SOPREMA accessories that are the subject of this warranty; which amount will be prorated to zero on a straight line basis beginning on the 11th anniversary of the earliest date of SOPREMA underlayment membrane purchase.

NOTICES

THE EXPRESS WARRANTY ARTICULATED ABOVE SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE REMEDY ARTICULATED ABOVE IS YOUR SOLE AND EXCLUSIVE REMEDY AGAINST SOPREMA.

SOPREMA IS NOT LIABLE TO YOU, AND YOU WAIVE, ANY CLAIM FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR OTHER SIMILAR DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

SOPREMA'S MAXIMUM LIABILITY DURING THE LIFE OF THIS WARRANTY IS LIMITED IN THE MANNER SET FORTH ABOVE.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

The following documents are made a part of this warranty:

1. Attachment TU100 – Additional Terms, Conditions, and Limitations.
2. Form TU900 – Warranty Claim Procedure.
3. Form TU901 – Care and Maintenance Guide.

Attachment TU101
Additional Terms, Conditions, and Limitations

1. The products covered by this warranty (this **"Warranty"**) are the (1) LASTOBOND® PRO TU HT or (2) LASTOBOND® REINFORCED HT and LASTOBOND® PRO TU HT underlayment membranes, as well as all related SOPREMA® accessory products, used in the building's roof assembly (collectively referred to as the **"Products"**).
2. The contractor who installed the Products was not hired by SOPREMA and is not an agent of SOPREMA. Any future work impacting the roofing must be performed by a contractor authorized or otherwise trained to install and service SOPREMA products. Contact SOPREMA if you would like to receive names of authorized contractors or to request training for your contractor.
3. The design, selection, and installation of the roof assembly must be in accordance with applicable instructions, details, specifications, engineering, approvals, codes, laws, regulations, and good roofing practices.
4. Owner is responsible for ensuring that the roof assembly is maintained in accordance with SOPREMA's Care and Maintenance Guide (see Form TU901), as well as good maintenance practices.
5. This Warranty covers Products included in a properly designed, selected, and installed roof assembly that develops a leak as a result of a manufacturing defect in the Products.
6. Following are some examples of conditions and types of damage that are outside the scope of this Warranty:
 - a. The effects of lightning, wind with a speed of 55 m.p.h. or greater, fire, flood, acid rain, explosion, hail, seismic event, hurricane, tornado, or microburst, or extreme unnatural exposures.
 - b. Installation workmanship.
 - c. Excessive exposure or improper use, order, sequencing, storage, or handling of materials.
 - d. The lack of positive slope or inadequate drainage.
 - e. Application of the Products to an unsuitable or inadequately prepared substrate, or subsequent substrate deficiency.
 - f. Failure of roof substrates or attachments.
 - g. A deficient pre-existing condition.
 - h. Any sources of water entry, other than through the Products supplied by SOPREMA.
 - i. Building, component, or substrate settlement, deflection, movement, vibration, or displacement.
 - j. The accumulation of moisture from condensation within or below the Products.
 - k. Plants, animals, insects, or other living organisms.
 - l. Incompatible materials or substances.
 - m. Effects of materials installed over top of the Products.
 - n. Vandalism, misuse, abuse, or excessive traffic.
 - o. Falling, flying, dropped, discharged, or blown objects.
 - p. Improper repairs or modifications that adversely affects the Products.
7. Repairs, including emergency repairs, to stop a leak may be made at Owner expense and will not void this Warranty. It is Owner's responsibility to pay the cost of remediating any improper repairs. Promptly after making repairs, Owner is responsible for following the Warranty Claim Procedure (Form TU900).
8. This Warranty is governed by and is to 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.
9. The terms of this Warranty are severable so that any illegal, invalid, or unenforceable provision, if feasible, will 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.
10. This Warranty sets forth the entire agreement between SOPREMA and Owner with respect to the Products. SOPREMA disclaims, and Owner waives, any prior affirmation of fact or promise, whether written or oral, not expressly stated in this Warranty. The terms of this Warranty may not be altered, modified, or supplemented, except in a document that is created by an authorized agent of SOPREMA.
11. 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.

12. The damages excluded by the terms of this Warranty include, 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, 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.
13. 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 or independent sales agencies.

14. This Warranty may be transferred to a subsequent building owner upon compliance with the following requirements: (a) no later than 30 days before or 6 months after ownership changes, a written transfer request is submitted to SOPREMA's Warranty Department, (b) Owner pays a transfer fee of \$500, plus any out-of-pocket cost for travel, lodging and meals determined necessary by SOPREMA to re-observe the roof prior to transfer.



WARRANTY CLAIM PROCEDURE

Warranty claims must be submitted within 30 days after a leak or other related issue is discovered. Time is of the essence. Claims must be submitted to SOPREMA's Warranty Department. Contact information is provided below.

SOPREMA will initiate the claim process when all of the following items have been received:

1. Completed Warranty Claim Form (see link below).
2. Proof of purchase (for example, a copy of a purchase receipt).
3. Photos or other documentation of the conditions you believe give rise to the claim.
4. A copy of your Care and Maintenance log.

Warranty Claim Form Link: https://www.sopraconnect.com/Warranty/Warranty_ClaimRequest.aspx.

Upon receipt of a properly documented warranty claim, SOPREMA will determine if a site visit is desired. If so, you will be contacted in order to coordinate arrangements. You must provide SOPREMA and its representatives with prompt, free, safe, and ready access to roofing or waterproofing surfaces that are free of snow, ice, and any other obstructions. You agree to provide access during weekday, daylight hours or, if requested, other times. SOPREMA agrees to follow any safety and security protocols you have in place for visitors.

When the merits of the claim are confirmed, SOPREMA will provide the remedy set forth in the warranty. SOPREMA may require that you perform certain work before warranty repairs commence, including removal of tile or other overburden.

In making warranty repairs, SOPREMA will attempt to closely match materials and colors, as inventories allow. Authorized warranty repairs will become subject to the warranty, but do not extend its term. Conditions may vary, thus the scope, manner, and timetable of repairs may vary as well.

If a claim does not have merit, you will be promptly notified and provided with an explanation. Any suggestions or other assistance provided by SOPREMA is provided as a courtesy, in an effort to be helpful. SOPREMA makes no warranty, express or implied, as to the accuracy or completeness or the results to be obtained from its suggestions or other assistance.

If you abuse the claims process (for example, by making multiple claims for a condition or type of damage that has been determined to be without merit), you may be invoiced for the investigation expenses incurred by SOPREMA. If invoiced, then it is your responsibility to pay within 30 days.

It is your responsibility to remedy any condition not covered by the terms of the warranty when that condition is adversely affecting the roofing. The warranty will not be voided if you do not address such a condition or conditions, but the merits of any future claim could be affected.

For additional information contact: **SOPREMA, Inc.**
Warranty Department
201 Quadral Drive
Wadsworth, OH 44281-9571
Phone: (330) 334-0066
Email: warrantyclaims@soprema.us



CARE AND MAINTENANCE GUIDE

A routine Care and Maintenance Program is fundamental to the long-term performance of your roofing products. As the Owner, you are responsible for ensuring that at least two documented Care and Maintenance Inspections are conducted and recorded each year if your roofing is installed on a commercial or multi-family building and at least one documented Care and Maintenance Inspection is conducted and recorded each year if your roofing is installed on a single-family home. The objective is to find, record, and correct any observable conditions that may have an adverse effect on the roofing. Failure to adequately care for and maintain your roofing will not void the warranty, but could affect any future warranty claims.

When to conduct Care and Maintenance Inspections:

- For commercial and multi-family buildings, in the spring and fall.
- For single-family homes, before the onset of winter.
- After all severe exposures, such as high winds, excessive snow, ice, rain, hail, seismic events, or flooding. If significant damage is found, it is prudent for you to retain the services of a roofing professional and to notify your insurance carrier.
- After the roofing is accessed for purposes of an inspection, cleaning, maintenance, or other purpose (such as equipment maintenance, window cleaning, or adjacent building work).

Recommended Procedures and Proper Recordation of Care and Maintenance Actions:

A sample form of Care and Maintenance Log appears below. Regardless of the means you use to record Care and Maintenance actions, the following information should be documented:

- **Date of Inspection.**
- **Time the Inspection Began.**
- **Time the Inspection Ended.**
- **Ambient Air Temperature.**
- **Weather Conditions.**
 - For example, sunny, partly cloudy, mostly cloudy, raining, or snowing.
- **Inspector's Name.**
- **Actions and Documentation.**
 - Inspections may be performed by your personnel who are trained or otherwise experienced in the best practices for safely conducting routine Care and Maintenance services related to roofing assemblies.
 - If you are not trained or otherwise experienced in the best practices for safely conducting routine Care and Maintenance services related to roofing assemblies, SOPREMA encourages you to retain the services of a contractor authorized or otherwise trained to install and service SOPREMA products to do that for you.
 - Observe all accessible portions of the roofing, including transitions, terminations, and penetrations.
 - Search for evidence of physical damage, displacement, open membrane laps, accumulation of sediments or debris, or other conditions that may have an adverse effect on the roofing.
 - Describe and photograph representative conditions that have had or may have an adverse effect on the roofing.
 - Describe and photograph any conditions that may have an adverse effect on the roofing, for example:
 - adjacent walls;
 - sealants;
 - coatings;
 - equipment;
 - sheet metal flashings;
 - pipes;
 - pitch pans;
 - drains;
 - gutters;

- scuppers;
- pavers;
- garden roof components; and
- any unusual exposures or conditions.
- Describe and photograph any roofing repairs or modifications, including date of the work and the individual or company who completed the work. All roofing repairs and modifications must be performed by an authorized or trained contractor retained by you.
- Describe and photograph conditions during and after equipment maintenance and adjacent building work.
- Describe and photograph any areas where the roofing is leaking, and then report the leaks using the procedure described in Form TU900 – Warranty Claim Procedure.

Limit Access:

For areas of the roofing not designated for traffic, we recommend you limit access to authorized personnel only and require all individuals to register or sign in. It is good practice to post a sign at all access points that includes the following statement: “STOP. ACCESS RESTRICTED TO AUTHORIZED PERSONNEL ONLY.” At your request, SOPREMA will provide you with signs.

Addressing Deficiencies:

It is your responsibility to promptly correct all deficiencies observed during Care and Maintenance inspections, other than repairs that SOPREMA is obligated to make pursuant to a meritorious claim. SOPREMA may require that you perform certain work in advance of its warranty repairs. This will occur when that initial work is necessary to ensure that the warranty repairs will be effective. As stated in the warranty, any future work impacting the roofing products must be performed by a contractor retained by you who is authorized to install and service SOPREMA roofing.

Cleaning the Roofing:

The roofing must be kept free of debris. Low-pressure tap water dispensed from a garden hose and/or soft bristle brooms may be used to remove dirt and debris from surfaces. Where permissible, mild detergents may be used to clean surfaces, then use clean water to remove the detergent. Prevent dirt, debris, and other inappropriate materials from entering storm drainage systems. Tools that may damage the roofing products, such as metal shovels and rakes, should NOT be used. High-pressure water should NOT be used, unless expressly authorized in writing by SOPREMA. Owner / contractor are responsible to verify that all cleaning operations meet required regulatory environmental requirements. Contact SOPREMA prior to cleaning roofing products with foil surfaces.

Documenting Warranty Claims:

Refer to Form TU900 – Warranty Claim Procedure, included with your SOPREMA warranty. All claims must include a copy of your Care and Maintenance Log.

Additional Resources:

For further information and guidance, you may wish to review the Manual of Roof Maintenance and Repair jointly published by the National Roofing Contractors Association and the Asphalt Roofing Manufacturers Association, or other applicable industry publications.

See the next page for a sample Care and Maintenance Log.

Care and Maintenance Log:
(Sample)

Instructions: As a record of care and maintenance, the following activities are **required** to be completed and documented **two (2) times each year if your roofing is installed on a commercial or multi-family building and at least one (1) time each year if your roofing is installed on a single-family home.**

Date of Inspection:

Beginning Time:

Ending Time:

Ambient Air Temperature:

Weather Conditions:

Inspected by (Name):

Leaks Observed:

Product Issues Observed:

Adjacent Issues Observed:

Other information observed or noted that have had or may have an adverse effect on the roofing products:

Inspected by (Signature): _____