



SOPREMA, INC.

Limited Warranty For Roofing System

07550

A 18752

Owner's Name and Address: _____

Building Address: _____

Type of Roof: 2542/2043 Area of Roof in Squares: 240

Type of Roof Deck: Metal+Concrete Type of Insulation: Pperlite/Composite

Soprema Approved Applicator's Name and Address: _____

Date of Completion: 07.18.02 Date of Final Inspection: 07.18.02

Name and Address of Inspector: _____

SOPREMA, INC., an Ohio Corporation ("**Soprema**"), warrants, subject to the following terms and conditions, that the roofing membrane and flashing materials ("**Roofing System**") sold by Soprema in the above-described Roofing System will remain in a watertight condition for 10 years from the date of completion specified above and that the Roofing System is free from defects in material and installation at the time of application and that the materials in the Roofing System conform to Soprema's specifications. This Limited Warranty extends only to the original owner and is not transferable or assignable to subsequent owners without the prior written consent of Soprema.

Under this Limited Warranty, Soprema will make any repairs necessary to correct leaks in the roof membrane and flashing at its own expense, including all labor and materials, resulting from any of the following cases: defects in material and faulty or improper installation in the Roofing System or the failure of materials to meet Soprema specifications.

The agents, dealers, and employees of Soprema are not authorized to make modifications to this Limited Warranty. Additional statements, whether oral or written, do not constitute warranties and should not be relied upon.

Soprema does not warrant any product, components, or parts not manufactured by Soprema, Soprema Inc. (Canada), or by Soprema S.A. (France). ANY PRODUCT SOLD BY SOPREMA AND NOT MANUFACTURED EITHER BY SOPREMA, SOPREMA, C. (Canada), or SOPREMA S.A. (France) ARE SOLD "AS IS" AND WITHOUT ANY WARRANTY BY SOPREMA, EXPRESS OR IMPLIED. Soprema disclaims any liability responsibility for specifications, design, or construction of any portion of the building, including the Roofing System, except as expressly stated and undertaken herein.

Soprema shall have no obligation under this Limited Warranty to make any repairs unless each of the following events shall have first occurred:

- Soprema shall have been paid in full for the roofing materials;
- The Roofing System and all alterations and modifications thereto shall have been installed in accordance with Soprema's specifications and procedures by a roofing contractor approved or agreed upon in advance by Soprema;
- All repairs and modifications to the Roofing System made after installation shall have been approved by Soprema;
- Owner shall have given Soprema written notice within thirty days after any defect or leak is discovered or in the exercise of ordinary care should have been discovered;
- The completed installation of the Roofing System shall have been inspected by an inspector authorized by Soprema and shall have been certified by him to be in conformity with Soprema's specifications; and
- The Owner shall have maintained the Roofing System by regularly removing all plants, vegetation, leaves, trash, and debris, and other foreign objects, keeping all drains unclogged and properly working at all times, preventing excessive traffic across the roof, and maintaining pitch pans and flashing in a watertight condition.

THIS LIMITED WARRANTY DOES NOT COVER AND SOPREMA SHALL NOT BE LIABLE FOR ANY LEAKS OR DEFECTS THAT RESULT FROM ANY OF THE FOLLOWING CONDITIONS OR EVENTS:

- Natural disasters and Acts of God, including, but not limited to, floods, lightning, hurricanes, hail, tornadoes, windstorms in excess of Beaufort Number 10 of the Beaufort Scale, objects driven by wind, dust, or rain, earthquakes;
- Structural defects or failures, including, but not limited to, any defect, failure, or movement of any material underlying the roofing membrane or base flashing;
- Damage resulting from any installations on the roof or through the roof membrane;
- Damage to the roof membrane caused by movement of metal work used in conjunction with the roof membrane;
- Repairs, modifications, or alterations to the roof membrane after completion unless done in a manner approved in writing by Soprema;
- Damage to the roof membrane caused by falling and blown objects;
 - Damage to the roof membrane resulting from traffic across its surface, its use as a storage area or from any other similar cause;
 - Damage to the roof membrane caused by the installation of a sprinkler system, water or air conditioning equipment, radio or television antenna, framework, sign, water tower, or other object or structure installed on the roof membrane without the prior written approval from Soprema of the methods, materials, and installation used;
- Damage caused by accident, fire, abuse, misuse, mistreatment, insect infestation, rodents, vermin, vandals, and improper or negligent maintenance;
- Damage caused by any leaks resulting from water infiltration from any portion of the building structure not a part of the Roofing System, chemical attack, or leaks resulting from negligent or improper building design, specification, or construction;
- Damage resulting from chemical attack of the Roofing System's products by exposure to

THIS LIMITED WARRANTY IS ISSUED TO THE FOLLOWING RIDERS WHICH ARE MADE A PART HEREOF BY REFERENCE:

10-Year NDL to include R-Max insulation and all Soprema

supplied and approved products. xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

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The provisions of this Limited Warranty shall constitute the sole and exclusive remedy against Soprema. All claims under this Limited Warranty shall be made by writing to Soprema at:

Soprema, Inc.
310 Quadral Drive
Wadsworth, Ohio 44281

or at such other place as Soprema may designate in writing.

This warranty is null and void unless signed by an officer of both Soprema and Owner, and copy "B" must be returned to Soprema. **WARNING:** this warranty is a forgery unless it is printed on white linen paper with a blue and grey foil seal bearing Soprema's name appearing in the lower right hand corner of the front page.

LIABILITY FOR SPECIAL, INCIDENTAL, AND CONSEQUENTIAL DAMAGES ARE HEREBY FULLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. SOPREMA SHALL NOT BE IN ANY CASE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, whether arising from breach of contract, negligence, breach of warranty, or any other legal theory, including, but not limited to, loss of use of the building or any other equipment, cost of capital, cost of any substitute equipment, facilities or services, lost profits, downtime costs, or claims of customers of the owner for such damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

ALL OTHER WARRANTIES ARE HEREBY EXCLUDED. THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. NO WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE OR SHALL APPLY.

SOPREMA, INC

By: _____