



Warranty No.: 101-000000

Premium NDL Roof Warranty

Building Address:
Owner :
Area in Squares: Membrane: Membrane Flashing:
Substantial Completion Date: Length of Warranty:
Authorized Roofer:

Soprema, Inc., an Ohio corporation, warrants to you that the membrane sold to you will not leak due to defects in factory workmanship or materials nor due to defective workmanship by the installing contractor. If Soprema determines that a valid warranty claim has been made, then Soprema will provide you, at Soprema's expense and as your sole and exclusive remedy, with the labor and material necessary to return the defective area to a watertight condition. This warranty is made subject to the terms, conditions and limitations set forth in this document.

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.

In addition to the above, this warranty document includes all of the terms, conditions and limitations contained on the reverse side of this page and in the following documents: (1) Form 900 – Warranty Claim Procedure, (2) Form 901 – Roof Care and Maintenance Guide, and (3) any rider now or subsequently issued by Soprema. The riders issued at the time of issuance of this warranty, if any, are listed below. This warranty is not effective or binding against either party unless, within six months after the substantial completion date, it is signed by both parties. The only agents of Soprema authorized to sign this warranty, or any riders hereto, are its President, Vice President, General Manager, Secretary, and Treasurer.

Soprema, Inc.

By: _____
Name: Richard Voyer
Title: Vice President/General Manager
Date:

AGREED TO BY:

Owner's Name: _____

By: _____

Name:

Title:

Date:

Riders issued at time of this warranty:

Terms, Conditions and Limitations

1. The only components of your roof that are covered by this warranty are the membrane and membrane flashing products specifically identified on the face of this warranty. Accordingly, any reference in this warranty to the "roof" means only these components.
2. All roof work must be performed by a roofing contractor who is authorized to offer a Soprema warranty (sometimes referred to in this warranty as an "authorized roofer" or some similar term). The authorized roofer who originally installed your roof is sometimes referred to in this warranty as the "installing contractor."
3. Warranty coverage starts on the substantial completion date set out on the face of this warranty and, subject to earlier termination, will continue for the specified length of time.
4. For purposes of this warranty, a "leak" means the admission of water into your building through an opening, separation or other similar defect in the roof and the term "warranted leak" means a leak through the roof caused by defects in factory workmanship or materials or defective workmanship by the installing contractor. A warranted leak is not, for example, a leak caused by or resulting from: (a) the direct or indirect effect of lightning, explosion, flood, hail, windstorm having a 3-second gust speed greater than 73 m.p.h. (as recorded by the data collection point that reports to the National Weather Service (whether official or unofficial) located nearest to your building), earthquake, hurricane, tornado, microburst, or other similar event; (b) a defect, settlement, movement, displacement, or structural failure in or of the surface over which the roof is applied or in or of the structure of your building; (c) moisture entering the roof through or around walls, copings, pipelines or conduit, skylights, vents, or other structures or fixtures; (d) defects in or faulty or improper design, specification, construction or engineering of your building or the surface or material over which the roof is applied; (e) faulty or improper design, specification or engineering of the roof assembly in relation to the physical characteristics of your building or the climate where your building is located; (f) damage from lack of positive drainage; (g) damage from exposure to corrosive substances, for example, animal guano, chlorofluorocarbons, solvents, gasoline, kerosene, turpentine, or other hydrocarbons, acids, alkalis, salt, oil, fat, grease, damaging exhausts, or residue from any of the foregoing; (h) damage from internal pressure conditions or condensation beneath the roof; (i) damage from fire or other source of excessive heat; (j) damage from deliberate or negligent acts such as vandalism, terrorism, misuse, abuse, or acts of civil disobedience or war; (k) damage caused by birds, animals, insects or vegetation; (l) damage from falling, flying, dropped or blown objects; (m) damage from excessive traffic over or storage of materials on the roof; (n) damage attributable to a change or changes in the usage of your building; (o) damage caused by or during installation of equipment, fixtures, utilities, or structures on, through, or near the roof; (p) installations on or through the roof; (q) damage attributable to repairs or modifications performed or materials supplied by others; (r) failure of the installing contractor to install all of the components of the roof identified on the project registration form; (s) damage attributable to your negligence or your failure to properly clean, care for and maintain the roof, or (t) the existence of any as-built condition that is not equal to or better than the requirements of Soprema's published details and general requirements. Soprema does not warrant that the roof will remain free of ridges, cracks, blisters, wrinkles, fishmouths or other similar conditions. Soprema does not warrant that the color of the membrane will not fade nor that the color of any replacement membrane will match the color of the original membrane.
5. This warranty does not become effective unless and until: (a) Soprema and any distributor from whom the installing contractor purchased products have been paid in full for all labor, materials, and supplies provided for or in connection with your roof; (b) the installing contractor has been paid in full by you for the installation of the roof, and (c) Soprema has been paid the warranty charge relating to this warranty.
6. Soprema does not have any obligation to repair any leak unless and until: (a) all of the conditions to the warranty becoming effective have been satisfied, (b) Soprema determines that the leak is a warranted leak, (c) Soprema receives the written notice of claim referred to in the claim procedure (Form 901) in a timely fashion; and (d) you properly care for and maintain the roof.
7. This warranty shall become null and void in the event of any of the following: any as-built condition exists on the roof that is not in compliance with Soprema's standard details and installation instructions (or other details accepted in writing by Soprema's Technical Department); any material change in the use (as described in the project registration form) of your roof or building after the substantial completion date; any subsequent work on or through the roof without Soprema's written approval of the methods and materials to be used; repairs or modifications to the roof made by someone other than an authorized roofer; or as otherwise provided herein. Emergency repairs to stop a leak will not void the warranty as long as they are reported to Soprema in writing within ten days.
8. This warranty is transferable to any subsequent owner of your building once you satisfy all of the transfer requirements set out at <www.soprema.us>.
9. Soprema's failure at any time or from time to time to enforce any of the terms, conditions, or limitations of this warranty shall not be construed to be a waiver of such provision(s) or any other term, condition or limitation hereof.
10. No suit or action whatsoever shall be brought against Soprema for the recovery of damages arising out of any claimed failure of the roof or for any breach of warranty unless, as a condition precedent thereto: (a) you have complied with all of the terms and conditions of this warranty applicable to you, and (b) the suit, action or proceeding is commenced within one (1) year after the cause of action accrues. The failure to satisfy either of these conditions precedent shall result in such claims being forever barred.
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.
12. 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 feasible, stricken, in either case without affecting the validity or enforceability of the remaining provisions.
13. The employees, agents, sales representatives, and distributors of Soprema are not authorized to make any modifications or additions to this warranty, except through a validly executed rider. Any proposed changes made by you or anyone else that is not documented in a validly issued rider is rejected by Soprema and is null and void. This warranty, together with any riders expressly made a part hereof, sets forth the entire agreement between the parties with respect to your roof assembly. Soprema disclaims, and you waive, 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.
14. The remedy set forth in this warranty is your **SOLE AND EXCLUSIVE REMEDY** against Soprema and Soprema's sole liability and obligation to you in the event the roof fails in whole or in part, regardless of whether you might otherwise be entitled to pursue a legal claim against Soprema, and regardless of the theory on which a claim might be based, including, without limitation, contract, tort, breach of warranty, strict and/or product liability, or misrepresentation.
15. **IN NO EVENT SHALL SOPREMA BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR OTHER SIMILAR DAMAGES**, including, but not limited to, loss or reduction of profits, interruption of business, injury to or illness or death of persons, 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, walls, ceilings or other surfaces in your building), or damage or destruction of property, including your 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. Since Soprema does not practice the professions of architecture or engineering, you agree that the review, inspection or approval, express or implied, by Soprema or its agents or representatives of the construction or condition of your existing roof, roof deck or building, or the drawings, plans or specifications for your new or replacement roof, did not in any way create a warranty by Soprema of such items and was not a substitute for the professional judgment of an architect or engineer. Any such action or activity by Soprema was gratuitous, solely for the benefit of Soprema in determining whether or not to issue this warranty, and did not and does not subject Soprema or any of its agents or representatives to any responsibility or liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.
17. Any involvement by Soprema with respect to your roof, including any visits to the roof, whether prior to, during or after installation of the roof assembly, and any interaction with personnel involved in the installation of your roof, was or will be gratuitous and was or will be undertaken solely for the benefit of Soprema in determining whether or not to issue this warranty, whether or not a leak is a warranted leak, or what actions are necessary to repair a warranted leak. Accordingly, no such involvement expands the terms of this warranty nor subjects Soprema or any of its agents or representatives to any liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. You are hereby advised that any roof inspections made prior to the date of this warranty were visual inspections only and that conditions might exist on the roof that are not in compliance with Soprema's standard details and installation instructions that were not noticed by the inspector, even if open and obvious. Noncompliant conditions, if they exist, have not been accepted by Soprema.
18. Any document on Soprema's website that is referred to in this warranty is incorporated herein by this reference, the same as if fully rewritten herein.