



## Limited Warranty

### 1. LIMITED PRODUCT REPLACEMENT WARRANTY

Soprema, Inc., an Ohio corporation, subject to the terms, conditions and limitations set out below, warrants that its membrane is free from defects in factory workmanship and materials. The term of this warranty is 10 years from date of purchase, when used in the United States of America.

**ANY APPLICABLE IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY LIMITED IN DURATION TO THE SHORTER OF THE WARRANTY PERIOD DESCRIBED ABOVE AND THE TERM PRESCRIBED BY THE STATE WHERE THE MEMBRANES ARE SOLD.**

### 2. REPORTING CLAIMS

To make a valid claim, you must submit a Notice of Claim form (available at <www.soprema.us>) to Soprema's Warranty Department within 30 days after the alleged defect is discovered (or in the exercise of reasonable care should have been discovered). The claim form must include proof of purchase (for example, a copy of your purchase receipt) and a description of the problem you are experiencing, together with photographs (preferably digital). Mail the form and attachments to Soprema at 310 Quadral Drive, Wadsworth, OH 44281-9571. After receiving a properly documented claim, Soprema will promptly investigate and report its findings, conclusions, and plan of action back to you.

### 3. YOUR REMEDY

If a defect covered by this warranty is confirmed, then Soprema will, at its option (and subject to the limitation set out below), either provide you with replacement membrane or refund your purchase price for the defective membrane. If replacement product is provided, the original warranty will apply to the replacement membrane, for the balance of the term of the warranty. These remedies are your sole and exclusive remedies against Soprema.

### 4. CONDITIONS

Soprema does not have any obligation under this warranty unless ALL of the following have occurred:

- Within in 30 days after date of membrane purchase, you have registered this warranty with Soprema (see the registration instructions set out below – there is no cost to register).
- You give Soprema written notification of your claim in a timely fashion.
- The membrane is installed and maintained in accordance with good roofing practices.
- You have removed all standing water, snow, ice and debris; any traffic surfaces or other overburden; as well as any structure placed upon or built over the top of the areas where the allegedly defective membranes are located.

### 5. EXCLUSIONS AND LIMITATIONS

The maximum liability of Soprema during the life of this warranty is limited to the original purchase price you paid for the membranes that are the subject of this warranty.

This warranty does not cover, and Soprema is not responsible for, defective installation of the membranes or for any labor costs,

overburden removal or replacement, tear-off costs, disposal costs, equipment costs, or other costs incurred for installing or removing defective membranes, nor for installing replacement membranes.

This warranty does not cover, and Soprema is not responsible for, damage caused by lightning, explosion, flood, hail, windstorm, earthquake, hurricane, tornado, microburst, or other similar catastrophic event.

This warranty does not cover, and Soprema is not responsible for, damage caused by any defect, settlement, movement, displacement, or structural failure in or of the structure upon which the membrane is applied; damage from fire or other source of excessive heat; damage from deliberate or negligent acts; damage from corrosive substances; damage from infestation by animals, insects or vegetation; damage caused by or during storage or installation of the membrane; damage caused after installation of the membrane; or damage attributable to repairs or additions to or modifications of the structure to which the membrane is installed.

**IN NO EVENT SHALL SOPREMA BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES**, including, for example, injury to or illness or death of persons, damage or destruction of property or equipment, or the presence or growth of mold, mildew or other similar substance. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

### 6. MODIFICATION

This warranty may only be modified in a written document signed by a corporate officer of Soprema.

### 7. NOT TRANSFERABLE

This warranty is made only to you and is not transferable or assignable in any manner. Effective as of the date of any transfer of all or any part of your interest in the building to which the membranes have been installed, even to an affiliate, this warranty, and all of Soprema's obligations hereunder, shall immediately and automatically terminate.

### 8. GENERAL

This warranty is governed by and shall be construed 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.

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.

This warranty gives you specific legal rights. You may also have other rights that vary from state to state.

### 9. REGISTRATION INSTRUCTIONS

Your warranty may be registered by calling Soprema, toll free, at (800) 356-3521, and we will mail you a registration form. After you register your warranty, you will receive a numbered registration card that you should keep with this warranty and your proof of purchase.