



MATERIALS WARRANTY

EXTRUDED POLYSTYRENE INSULATION SOPRA-XPS – 30 YEARS

SOPREMA Inc., a legally constituted corporation with its registered office at 1688 Jean-Berchmans-Michaud, Drummondville, Québec, J2C 8E9, hereafter designated as SOPREMA, warrants to the Owner that the Products as per this certificate, for the property and section(s) covered by this warranty, are free from all manufacturing defects, will retain an equivalent of 90 % of its R value issued at time of purchase during the warranty period indicated above, starting on the Final date, subject to the PROCEDURE, LIMITATIONS and CONDITIONS set forth hereunder.

GENERAL TERMS AND RESTRICTIONS

1. The owner will have to carry out tests on insulation samples according to the ASTM C518 standard. The samples must be tested by an independent testing laboratory previously approved by SOPREMA. All testing will be at the Owner's expense. If the results of the tests carried out determine that the SOPREMA Products, as per this certificate, have not retained an R value equivalent to 90 % of its R value issued at time of purchase, and provided that the Products in question were installed and incorporated in strict compliance with current standards, instructions and specifications prepared by SOPREMA, SOPREMA's liability will be limited, for the duration of this warranty, to refund the value of the products or to provide only SOPREMA replacement products.
2. During the term of this warranty, stakeholders designated by SOPREMA must have access to the project site as needed, within a reasonable period, as agreed with the Owner.
3. In the event that the Products covered by this warranty are no longer available, SOPREMA reserves the right to provide other products compatible with the work to be carried out.
4. This warranty is valid only provided that all Products and installation services have been paid in full to SOPREMA, the specialized contractor, and the Product distributor affiliated with SOPREMA, if applicable.
5. Under this warranty, SOPREMA cannot in any way be held responsible for any direct, indirect or consequential damage. More specifically, SOPREMA cannot be held responsible for the loss of use of the building or any other part of its equipment or its content, the loss of profits due to production shutdowns, or any other consequential damage, whatever the nature, caused to the Owner of the building, its users, or its customers.
6. Subject to the other provisions of this warranty and without limiting the scope thereof, SOPREMA will not be held liable in the following cases:
 - a. Abusive or abnormal use of the SOPREMA Products, such as excessive traffic, stockpiling of materials or objects, use as storage, or exposure to substances that may affect Products;
 - b. Faulty property design or incomplete construction;
 - c. Defects or underperformance, of any nature whatsoever, movement or deterioration of a material adjacent to the Products covered by the warranty, or any defects in the property structure or abnormal movement thereof;
 - d. Damage caused by plants, animals, insects or other living organisms;
 - e. Exposure of the Products to conditions of excessive heat or humidity, or excessive cold;
 - f. Exposure of the Products to standing water conditions or conditions that do not allow the diffusion of moisture;
 - g. Prolonged exposure of the Products to UV rays;
 - h. Damage to the Products by a subcontractor or others;
 - i. Acts of God, including but not limited to, war, rioting, civil commotion, acts of terrorism and natural disasters, including but not limited to, flooding, lightning, hail, earthquakes and windstorms.
7. The recourse provided by this warranty constitutes the one and only recourse which can be brought by the beneficiary in the event of any claims submitted under the present contract or having any connection with the Products, and thus excludes all other claims, in particular those relating to normal wear. In the event of a claim, the beneficiary of the warranty must notify in writing the Warranty Agent of SOPREMA Technical Services at the address mentioned above, within thirty (30) days following the discovery of the problem related to the SOPREMA Product(s). When submitting the claim, the beneficiary must provide proof of purchase stating the exact name of the SOPREMA Product(s) as well as the installation date of the Product(s).
8. This warranty is transferable to subsequent owners of the building.
9. If a dispute arises concerning the interpretation or application of this warranty, the competent court is in the province where the Project building is located and the city or judicial district of the province where SOPREMA has offices closest to the Project building. In the absence of a SOPREMA office in said province, the recourse must be brought in the city or the judicial district where the Project building is located.

Stakeholders of SOPREMA (including agents, suppliers, representatives, and employees) are not authorized to make any changes to this warranty. No statement or additional warranty, whether oral or written, can bind SOPREMA beyond the conditions of this warranty. If a term of this warranty is declared invalid or unenforceable by a court of law or an International Arbitration Centre, the other terms of the warranty remain in force and enforceable.