



# MATERIALS WARRANTY

## SOPRA-SPF 200 & SOPRA-SPF 200 LT

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 SOPRA-SPF 200 (composed of SOPRA-SPF ISO [Part A] and SOPRA-SPF 200 RESIN [Part B] or SOPRA-SPF 200 LT [Part B], hereafter designated as the Product, covered by this warranty, is free from all manufacturing defects, will meet the published properties of the Product at the time of delivery, and, if applied by a certified installer in compliance with CAN/ULC S705.2 Standard, the installed Product will have the nominal properties as defined in the Product technical data sheets, subject to GENERAL TERMS AND RESTRICTIONS described below.

### GENERAL TERMS AND RESTRICTIONS

1. In the event of manufacturing defects in SOPREMA Product, SOPREMA's liability will be limited, for a one year period from the installation date, to the following: to refund the value of the Product or to provide SOPREMA replacement product.
2. 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.
3. SOPREMA cannot be held responsible for improper installation from the installer.
4. 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.
5. 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.
6. 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.
7. 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, 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, or any defects in the property structure or abnormal movement thereof;
  - d. Alteration, transformation, addition or repair made to the building section where the Product is used;
  - e. Damage from falling objects regardless of source;
  - f. Damage caused by plants, animals, insects or other living organisms;
  - g. 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;
  - h. use of one of the two SOPREMA components in conjunction with a component from another supplier.
8. The recourse provided by this warranty constitutes the one and only recourse which can be brought by the beneficiary in the event of any complaint submitted under the present contract or having any connection with the Products, and thus excludes all other complaints. 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 Products. 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).
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.