

MATERIALS WARRANTY

SOPREMA BSW FOUNDATION



Owner contact information:

Name _____
Address _____
City _____
Province _____
Postal code _____

Specialized contractor contact information:

Name _____
Address _____
City _____
Province _____
Postal code _____

Project site name and address:

Name _____
Address _____
City _____
Province _____
Postal code _____

Completion date: _____
day/month/year

Area: _____

Products list (hereafter designated as the Products):

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 covered by this certificate for the building and the sections covered by this warranty comply with its current specifications, are free from all manufacturing defects, and will serve their purpose for a 15-year period, starting on the Completion Date, subject to GENERAL TERMS AND RESTRICTIONS described below. The duration of the warranty increases to twenty (20) years, when a SOPRADRAIN 10-G or SOPRADRAIN 15-G drainage panel covers the waterproofing membrane.

The warranty applies only to below-grade prefabricated SBS-modified bitumen membranes COLPHENE BSW H PLUS, COLPHENE BSW V PLUS and COLPHENE FLAM 180 and ALSAN FLASHING and COLPHENE LM BARR liquid membrane reinforced on site.

GENERAL TERMS AND RESTRICTIONS

- In the event of manufacturing defects in SOPREMA Products and, provided that said Products cause water infiltration and have been installed and incorporated in accordance with the current standards, prescriptions and specifications of SOPREMA, SOPREMA's liability will be limited, for the duration of the warranty, to the following:
 - Providing SOPREMA replacement products;
 - Covering the cost of the removal of the defective Products;
 - Ensuring the installation of new products to replace the defective Products;
 - OR repairing, at SOPREMA's discretion, any leak from the inside of the structure base using injection methods.
- Any affected areas covered by this warranty may be, at SOPREMA's discretion, repaired from the inside of the structure. The Owner shall be responsible for moving any equipment, furniture, and nonstructural interior construction from the area which would hinder the repair operations. If SOPREMA decides to repair from the exterior side of the structure, the Owner will be required, at their own expense, to free the Products from any elements covering them and reinstall these elements, when appropriate. These elements include, but are not limited to, snow, ice, concrete, insulation, paving stones, earth fill, siding, drainage boards, as well as landscaping components. The removal of these elements is necessary so that SOPREMA stakeholders can perform the repairs.
- 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.
- 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.
- 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.
- 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 Products, such as excessive traffic, stockpiling of materials or objects, use as a storage area, or exposure to substances that may affect Products;
 - b. Faulty property design or incomplete construction including, but not limited to, substandard and unconsolidated concrete;
 - 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. Failure of the water evacuation system or equipment including, but not limited to, mechanical, electrical, and plumbing, if applicable;
 - e. Alteration, transformation, addition or repair to the foundation after the above-mentioned date of issue without prior written authorization from SOPREMA;
 - f. Damage from falling objects regardless of source;
 - g. Damage caused by plants, animals, insects or other living organisms;
 - h. 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;
 - i. Improper maintenance of the foundation;
 - j. Cracks in excess of 1.6 mm in a concrete substrate;
 - k. Damage to the installation by subcontractors or others.
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 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).
9. This warranty is transferable to subsequent owners of the building.
10. 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.

