

RESIDENTIAL WARRANTY

Two-ply roofing waterproofing system on exterior low slope roof

RESISTO, A DIVISION OF SOPREMA CANADA INC. having its head office at 1688, Jean-Berchmans-Michaud, Drummondville (Quebec) J2C 8E9, warrants to the owner of the building on which has been installed a **RESISTO** two-ply roofing waterproofing membrane (hereinafter referred to as the « **RESISTO** Two-Ply System »), made of a base sheet membrane and of a cap sheet that the **RESISTO** Two-Ply System is in conformity with its specifications, is free from any manufacturing defect that could cause water infiltration and will work as designed during the warranty period.

TYPE OF ADMISSIBLE ROOF: The **RESISTO** Two-Ply System is designed to assure the waterproofing of roofs with an exterior low slope which must not be less than one percent (1%) and which must direct water flow towards the roof gutters. This warranty only applies to the **RESISTO** Two-Ply Systems which has been installed on residential buildings (houses, annexes or extensions of the roof, garages, car shelters, tool houses, mobile homes and caravans).

BENEFICIARY OF THE WARRANTY: The owner of the building who has installed a **RESISTO** Two-Ply System is the beneficiary of this warranty. This warranty may be transferred to subsequent owners of the building, provided that a written notice is sent to **RESISTO** at the above referenced address within thirty (30) days of a change of ownership, failing which the warranty shall be automatically null and void.

WARRANTY PERIOD: The warranty period which applies to the **RESISTO** Two-Ply System for an exterior slope roof is twenty (20) years and shall start as from the date of the installation of the **RESISTO** Two-Ply System.

LIABILITY OF RESISTO: If a manufacturing defect of the **RESISTO** Two-Ply System, resulting in water infiltration, appears during the first ten (10) years of the warranty period, **RESISTO** shall, at its option, either:

- a) provide the owner with materials free of any manufacturing defect in replacement of the defective portion of the **RESISTO** Two-Ply System, or
- b) make repairs on the defective portion of the **RESISTO** Two-Ply System, if the costs of such repairs are less than the cost of the materials provided in replacement, or
- c) pay to the owner of the building one hundred percent (100%) of the purchase price of the **RESISTO** Two-Ply System paid by him, excluding all sales taxes, as set out on the purchase invoice.

| Year | Warranty period (20 years) |
|------|----------------------------|
| 1 | 100% |
| 2 | 100% |
| 3 | 100% |
| 4 | 100% |
| 5 | 100% |
| 6 | 100% |
| 7 | 100% |
| 8 | 100% |
| 9 | 100% |
| 10 | 100% |
| 11 | 50% |
| 12 | 50% |
| 13 | 40% |
| 14 | 35% |
| 15 | 30% |
| 16 | 25% |
| 17 | 20% |
| 18 | 15% |
| 19 | 10% |
| 20 | 5% |
| 21 | 0% |

Table A

If a manufacturing defect of the **RESISTO** Two-Ply System, resulting in water infiltration, appears after the tenth (10th) year of the warranty period, **RESISTO** shall, at its option, either:

- a) provide the owner with materials free of any manufacturing defect in replacement of the defective portion of the **RESISTO** Two-Ply System, or
- b) make repairs on the defective portion of the **RESISTO** Two-Ply System, if the costs of such repairs are less than the cost of the materials provided in replacement, or
- c) pay to the owner of the building the purchase price of the **RESISTO** Two-Ply System paid by him, excluding all sales taxes, as set out on the purchase invoice, and as adjusted with the cost reduction factor set out in Table « A », established upon the number of years past since the beginning of the warranty period.

RESISTO's liability under this warranty shall not exceed the cost of the **RESISTO** materials provided in replacement of the defective portion of the **RESISTO** Two-Ply System, or the amount of reimbursement provided to the owner of the building in accordance with the above provisions. Any additional costs incurred in connection with the removal, the installation or the repairs (except when repairs are carried out by **RESISTO** in accordance with the above provisions) of the **RESISTO** Two-Ply System shall be borne by the owner. **RESISTO** shall not under any circumstances be liable for any direct or indirect damages, loss of use of the building or contents therein including equipment, or any other type of damages whatsoever suffered by the owner, the occupants, users and/or customers.

MANDATORY RULES: The enforcement of this warranty is subject to compliance by the owner with the following:

- a) the **RESISTO** Two-Ply System must have been installed in compliance with **RESISTO's** specifications and standards of installation;
- b) the low slope roof on which has been installed the **RESISTO** Two-Ply System must have a minimum slope of one percent (1%), i.e. 1/8 inch in 12 inches, and must direct water flow towards the roof gutters;
- c) the roof and any part and area thereof shall comply with the National Building Code as well as with any other national, provincial, or local regulations in force. The roof structure must have airing systems on all sides of the roof and the cover support must be in compliance with the minimum requirements of the National Building Code and with any national, provincial, or local regulations in force. Where such regulation provides for specific requirements which are different from those of the National Building Code, the strictest provisions shall apply, and
- d) in order to assure the compatibility of the materials, only **RESISTO** primers and sealers may be used for the installation of the **RESISTO** Two-Ply System and for the maintenance of the roof.

In the event that a claim is filed under this warranty, **RESISTO's** agents and employees shall have free access to the roof at any time during usual business hours, so as to inspect the roof and confirm the existence of a manufacturing defect covered by this warranty. The owner shall clear the access to the **RESISTO** Two-Ply System and comply with all instructions of **RESISTO's** agents and employees during the course of their inspection. The owner shall bear all the costs of all work to be performed in connection with **RESISTO's** inspection including but not limited to the removal of all materials covering the **RESISTO** Two-Ply System.

No claim shall be accepted by **RESISTO** if repairs or replacement works have been performed on the defective **RESISTO** Two-Ply System before **RESISTO** has had the opportunity to inspect the condition of the membrane subject of the claim.

In the event that materials covered by this warranty are no longer available, **RESISTO** reserves the right to supply other materials compatible with the works to be performed.

The enforcement of this warranty is subject to the express condition that the **RESISTO** Two-Ply System has been paid in full to **RESISTO**.

LIMITATIONS: Subject to the other provisions of this warranty and without limiting the generality thereof, this warranty shall not apply in the event of:

- a. noncompliant installation of the **RESISTO** Two-Ply System as per the instructions published by **RESISTO** or as per to the generally accepted standards in the industry;
- b. disregard by the owner or the contractor of the specifications and conditions issued by **RESISTO** regarding, among others, storing, handling and applying the **RESISTO** Two-Ply Systems;
- c. abusive, abnormal or inappropriate use of the **RESISTO** Two-Ply System such as, without limitation, excessive traffic on the roof, or use as a storage or drop area;
- d. faulty building design or construction;
- e. insufficient ventilation of the attic;
- f. any phenomenon, whether aesthetical or not, which does not result in water infiltration;
- g. alterations, transformations, additions or repairs to the roof carried out after the beginning of the warranty period without prior written authorization from **RESISTO**;
- h. damages caused by any falling objects regardless of source, as well as damages caused in the course of works performed on the building prior, during or after the installation of the **RESISTO** Two-Ply System;
- i. Force Majeure events including but not limited to war, rioting, acts of terrorism and natural catastrophes, flooding, lightning, hail, earthquakes and windstorms;
- j. movement or deterioration of any material, which has not been supplied by **RESISTO**, adjacent to the **RESISTO** Two-Ply System;
- k. nonconformity of the building structure ;
- l. improper maintenance of the roof or failure to exercise reasonable care.

Furthermore, this warranty excludes any claim that has already been settled under this warranty.

The owner's recourse as described herein, which is based on a deficiency in the watertightness of the **RESISTO** Two-Ply System, is the sole an exclusive recourse in the event of any claim under this warranty or a claim related in any way to the **RESISTO** Two-Ply System, and consequently excludes all other types of claims, including claims for regular wear, change of appearance or variation in color or tone.

Any dispute related to the interpretation or enforcement of this warranty shall be deferred to the court having jurisdiction in the judicial district of Drummond, province of Quebec, district in which the owner elects residence for the purpose of this warranty, to the exclusion of any other location. Any such dispute will be governed by the laws of the province of Quebec.

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HOW TO FILE A CLAIM: Any claim pursuant to this warranty shall be filed in writing as soon as water infiltration is discovered and no later than thirty (30) days after such discovery. The claim shall be delivered in person, or by registered letter to:

RESISTO, 1688, Jean-Berchmans-Michaud, Drummondville (Quebec) J2C 8E9
to the attention of the Warranty Agent

Any claim shall be sent along with a copy of the invoice or the contract setting out the date of installation of the **RESISTO** Two-Ply System.

No agent, supplier, representative or employee of RESISTO is authorized to alter this warranty in any way whatsoever. No warranties or obligations, whether expressed or implied and whether of a legal nature or not, shall extend the scope of the present warranty. The unenforceability of any provision stated herein shall not affect the enforceability of any other provision which shall remain in full force and effect.