

20-YEAR LIMITED MATERIAL WARRANTY For Resisto Self-Adhesive Products

RESISTO, a division of SOPREMA Canada Inc., a legally constituted corporation with its head office at 1688, Jean-Berchmans-Michaud, Drummondville, Province of Quebec, J2C 8E9 (hereinafter referred to as RESISTO), warrants during the twenty (20) year warranty period beginning on the purchase date of the above mentioned product (hereinafter referred to as the PRODUCT), that such PRODUCT is in conformity with its specifications, is free from any manufacturing defects, and will work as designed, subject to the following **TERMS** and **CONDITIONS**:

TERMS AND CONDITIONS

1. If a manufacturing defect appears on the PRODUCT during the first ten (10) years of the warranty period, provided that the PRODUCT has been installed in compliance with RESISTO's standards and specifications, RESISTO undertakes to supply to the owner of the building at its expense a product similar to the defective PRODUCT, free from any manufacturing defect.
2. If a manufacturing defect appears after the tenth (10th) year following the purchase date and prior to the end of the warranty period, RESISTO shall, at its own option, either supply to the owner of the building a product similar to the defective PRODUCT free from any manufacturing defect, or pay to the owner the purchase price of the defective PRODUCT paid by him, excluding all sale taxes, as adjusted with the cost reduction factor set out in « Table A », established on the number of years passed since the purchase date of the PRODUCT.
3. RESISTO's liability under sections 1 et 2 above shall constitute RESISTO's sole liability under this warranty. RESISTO shall not be liable for any direct, incidental, consequential or other damages, including, but not limited to, loss of profits, loss of use of the building, damages to the structure or its contents nor for any other damages suffered by the owner of the building, its occupants, users and/or customers.
4. In the event that a claim is filed under this warranty, RESISTO's agents and employees shall have free access to the area of the building where the PRODUCT is located, at all times during usual business hours, so as to inspect the PRODUCT and confirm the existence of a manufacturing defect covered by this warranty. The owner shall clear the access to the PRODUCT 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 warranted PRODUCT. The owner shall not undertake any repairs before RESISTO's agents and employees have had both the opportunity to inspect the condition of the PRODUCT and to issue a written approval as to a repair solution.
5. If the PRODUCT covered by this warranty is no longer available, RESISTO shall be entitled to supply any other product which is compatible with the repairs to be performed, if any.
6. The enforcement of this warranty is subject to the express condition that the PRODUCT has been paid in full to RESISTO.

Year	Cost Reduction Factor
10	1.00
11	0.50
12	0.50
13	0.40
14	0.35
15	0.30
16	0.25
17	0.20
18	0.15
19	0.10
20	0.05
21	0.00

Table A

7. Subject to the other provisions of this warranty and without limiting the generality thereof, RESISTO shall have no obligation under this warranty if any damage whatsoever to the PRODUCT is caused by the following, or if repairs on the PRODUCT or replacement of the PRODUCT are required because of the following, the whole without limitation : a) faulty installation inconsistent with, or which does not comply with current building standards and/or RESISTO's standards and specifications set out on the PRODUCT packaging and on RESISTO's website (www.resisto.ca), b) non-compliance with any standards and specifications issued by RESISTO, including, but not limited to, storage, handling and application instructions, c) improper, abnormal or inappropriate use of the PRODUCT, d) use of primers, mastic, adhesives and products other than those specifically manufactured or supplied by RESISTO to be used with the PRODUCT, e) faulty building design or construction, abnormal performance of the building structure, f) insufficient ventilation of the attic in buildings with vented attics, g) water infiltration or moisture condensation on, into or around adjoining works or equipment, or at any location under or adjoining the PRODUCT, h) alterations, transformations, additions or repairs to the PRODUCT performed after the beginning of the warranty period without RESISTO's prior written approval, i) damages caused by the fall of any object 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 PRODUCT, j) Force Majeure events including, without limitation, war, riots, uprisings, acts of terrorism and natural catastrophes, floods, lightning, hail, earthquakes and windstorms, k) movement or deterioration of any material, which was not supplied by RESISTO, adjacent to the PRODUCT, l) change in the intended use of the building as well as change in the building's occupancy, where such a change could compromise the effectiveness of the PRODUCT or make its use inappropriate on the building, m) improper lack of maintenance of the PRODUCT or of the building area where the PRODUCT has been installed.
8. This warranty may not be transferred to any subsequent owner of the building. Consequently, sole the owner of the building who purchased the PRODUCT shall be entitled to file a claim under this warranty.
9. The recourses stated herein are the sole and exclusive recourses related to the PRODUCT and exclude any other claims for any kind of damages. No other warranty, either expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose, shall apply with respect to the PRODUCT.
10. All legal proceedings relating to this warranty shall be deferred to the Court having jurisdiction in the judicial district of Drummond, Province of Quebec, Canada, in which the owner elects domicile for the purposes hereof, excluding all other districts and jurisdictions. This warranty, its interpretation, its enforcement and its validity shall be governed by all laws applicable in the Province of Quebec, Canada.
11. Any claim which may give rise to RESISTO's liability shall be made during the warranty period in writing and sent by registered mail to RESISTO, to the attention of the Technical Department's Warranty Agent, to the following address, within thirty (30) days following the discovery of the alleged manufacturing defect:

RESISTO - 1688, Jean-Berchmans-Michaud,
Drummondville, Province of Quebec J2C 8E9

The claim shall include a copy of the invoice setting out the purchase date and the purchase price of the PRODUCT.

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.