

MATERIALS WARRANTY

RESISTO PRODUCTS

RESISTO®

BUILDING PRODUCTS

Waterproofing Insulation Maintenance

SOPREMA Inc., a legally constituted corporation with its registered office at 1688 Jean-Berchmans-Michaud, Drummondville, Québec, J2C 8E9, doing business under the corporate name RESISTO, hereafter designated as RESISTO, 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 the period mentioned in the DURATION OF WARRANTY table, starting at the Purchase Date, subject to GENERAL TERMS AND RESTRICTIONS described below.

GENERAL TERMS AND RESTRICTIONS

1. In the event of manufacturing defects in RESISTO Products and, RESISTO's liability will be limited to the following: to refund the value of the products or to provide RESISTO replacement products.
2. In the event that the Products covered by this warranty are no longer available, RESISTO reserves the right to provide other products compatible with the work to be carried out.
3. During the term of this warranty, stakeholders designated by RESISTO must have access to the project site as needed, within a reasonable period, as agreed with the Owner.
4. Under this warranty, RESISTO cannot in any way be held responsible for any direct, indirect or consequential damage. More specifically, RESISTO 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.
5. Subject to the other provisions of this warranty and without limiting the scope thereof, RESISTO 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 the Products;
 - b. Faulty property design or incomplete construction;
 - c. Insufficient ventilation of the attic in the case of a ventilated attic building;
 - d. Insufficient positive slope or inappropriate drainage, causing premature loss of granules;
 - e. 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;
 - f. Alteration, transformation, addition or repair made to the roof after the above-mentioned date of issue without prior written authorization from RESISTO;
 - g. Damage from falling objects regardless of source;
 - h. Damage caused by plants, animals, insects or other living organisms;
 - 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.
 - j. Poor maintenance of the roof.

6. 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 particular those relating to normal wear and tear, degraded appearance, and colour or tone variation. In the event of a claim, the beneficiary of the warranty must notify in writing the Warranty Agent of RESISTO Technical Services at the address mentioned above, within thirty (30) days following the discovery of the problem related to the RESISTO Products. When submitting the claim, the beneficiary must provide proof of purchase stating the exact name of the RESISTO Product(s) as well as the installation date of the Product(s).
7. This warranty is not transferable to subsequent owners of the building.
8. 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 RESISTO has offices closest to the Project building. In the absence of a RESISTO office in said province, the recourse must be brought in the city or the judicial district where the Project building is located.

DURATION OF WARRANTY

GENERIC NAME	PRODUCTS	TERM
Self-adhesive waterproofing membranes	SBS, Butyl and Acrylic membranes	10 years
Sealants, mastics, roof repairs, primers, coatings, foams, adjustable wood joist	All products in this category	1 year
Asphalt surfaces	All asphalt driveway sealers and accessories	1 year
Reflective insulation	All reflective insulations	10 years. RESISTO doesn't warrant the product if installed in exterior applications or in open-sided structures.
Synthetic underlayments	All synthetic underlayments	20 years
APP membranes	All APP membranes	20 years
Drainage Boards	All drainage boards	10 years

Stakeholders of RESISTO (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 RESISTO 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.