



**WARRANTY NUMBER: XXXXX**

**MATERIAL WARRANTY CERTIFICATE – ROOFING WATERPROOFING MEMBRANES – XX YEARS**

**Name and address of the owner (hereafter designated as the Owner):**

Name  
Address  
City, State Postal Code

**Name and address of the project (hereafter designated as the Project):**

Name  
Section(s)  
Address  
City, State Postal Code

**Name and address of the contractor:**

Name  
Address  
City, State Postal Code

**Project Description:**

Area: XXXX m2  
Warranty Start Date: YYYY-MM-DD  
Warranty Expiry Date: YYYY-MM-DD

**Product(s): (hereafter designated as the Products)**

Product  
Product  
Product  
Product

SOPREMA AUSTRALIA PTY LTD, a legally constituted entity with its registered office at Level 35, 100 Barangaroo Avenue, Sydney NSW 2000, hereafter designated as SOPREMA, warrants to the Owner that the Products as per this certificate, for the property and section(s) covered by this warranty, meet at the time of the delivery the technical properties contained in the current Technical Data Sheet, are free from manufacturing defects, and will work as designed during the warranty period indicated above, starting on the warranty issue date, subject to the LIMITATIONS and CONDITIONS set forth hereunder.

**LIMITATIONS and CONDITIONS**

1. In the event of manufacturing defects or deficiencies in the SOPREMA Products, and listed on the present certificate, which cause water infiltration to occur, and provided that the Products in question were installed and incorporated in strict compliance with current standards, instructions and specifications prepared by SOPREMA, SOPREMA's liability will be limited, for the duration of this warranty, to provide SOPREMA replacement products.
2. The Owner will be required to, at their own expense, free the Products from any elements covering them and reinstall these elements. These elements include, but are not limited to, snow, ice, concrete, paving stones, earth fill, vegetation, gravel and insulation boards. The removal of these elements is necessary so that SOPREMA stakeholders can inspect the defected Products.
3. During the term of this warranty, SOPREMA stakeholders must have access to the Project site as needed, within a reasonable period of time, as agreed with the Owner.
4. As per this warranty, SOPREMA shall, under no circumstances, be held liable for any direct, indirect or consequential damage. Specifically, SOPREMA shall not be held liable for the loss of use of the property or the equipment or contents therein, loss of profits due to production shutdowns or any other consequential damage, whichever the nature, caused to the Owner, the users and/or any clients.
5. In the event that the Products covered by the warranty are no longer available, SOPREMA reserves the right to supply other products compatible with the work to be performed.
6. This warranty is valid only provided that all Products, installation services, and warranty costs have been paid in full to SOPREMA, the specialized contractor, and the Products distributor affiliated with SOPREMA, when appropriate.
7. Subject to the other terms and conditions of this warranty and without limiting the scope thereof, SOPREMA shall not be held liable in the event of:
  - a. Abusive or abnormal use of the SOPREMA Products, such as excessive traffic, stockpiling of materials or objects, use as a storage area, or exposure to substances that may affect SOPREMA Products;
  - b. Faulty property design or construction;
  - c. Insufficient ventilation of the attic in buildings with vented attics;
  - d. Inadequate positive slope or drainage causing premature granule loss;
  - e. 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;
  - f. Alteration, transformation, addition or repair after the above-mentioned date of issue without prior written authorization from SOPREMA;
  - g. Damage from falling objects regardless of source;
  - h. Damage caused by plants, insects or other living organisms;
  - i. Acts of God, including but not limited to, war, rioting, acts of terrorism and natural disasters, including but not limited to, flooding, lightning, hail, earthquakes and windstorms;
  - j. Improper maintenance of the roof.
8. This warranty may be transferred to subsequent owners of the property provided written notice is sent to SOPREMA at the above-mentioned address within thirty (30) days of change of ownership, failing which, the warranty shall be null and void.
9. The warranty holder's recourse as described by this warranty is the sole and exclusive recourse in the event of a claim under this warranty or a claim in any way related to the Products, and excludes all other types of claim, including for regular wear, change in appearance or variation in colour or tone.
10. This warranty shall be governed by and construed in accordance with the federal laws of Australia as applicable in Australia and the laws of Victoria. Any claim or controversy arising out of or related to this warranty or any breach hereof shall be submitted to arbitration at the Australia International Arbitration Centre (AIAC) and shall be finally settled under the latest version of the rules of AIAC in force. The seat of the arbitration shall be Victoria. The language of the arbitration shall be English. There shall be one (1) arbitrator.
11. In the event a leak occurs during the warranty period, the warranty holder must notify SOPREMA in writing at the above-mentioned address to the attention of the Warranty Agent, SOPREMA Technical Department, within eight (8) days of the discovery of the leakage.
12. The Owner is deemed to have understood and accepted the nature and scope of each clause of this warranty unless explanations were asked in writing from SOPREMA within thirty (30) days of the date of issue. **It is also the Owner's sole responsibility to exercise proper maintenance, as recommended by SOPREMA's MAINTENANCE GUIDE.**
13. Stakeholders (including agents, suppliers, representatives, and employees) of SOPREMA are not authorized to alter this warranty in any way whatsoever. No warranties or obligations, whether express or implied and whether of a legal nature or not, shall extend the scope of the present warranty. In the event an individual term or provision of this warranty is declared null and void by a Court or an International Arbitration Center, the other terms and provisions of the warranty shall retain their full force and effect and not be nullified in any way.