

Additional Terms, Conditions, and Limitations

1. This warranty (“**Warranty**”) is made by Performance Roof Systems, Inc., A SOPREMA Group Company, a Delaware corporation.
2. This Warranty covers consumer products that are branded SOPREMA®, SOPREMA® Select, Chem Link®, Performance Roof Systems™, RESISTO® by SOPREMA, or Tropical Roofing Products® (collectively referred to as the “**Products**”).
3. This Warranty is limited to Products used within applicable shelf life. Refer to product labels or applicable Product Data Sheet for guidance.
4. Any services provided by PRS, its employees, agents, or affiliates related to product selection, design, construction, review of documents or conditions, and site visits are limited in scope and do not expand the provisions of this Warranty. These services were not offered, and should not be considered, as a substitute for quality assurance, project management, or professional design services.
5. You are responsible for ensuring that the Products and all other associated components used in connection therewith are compatible and properly installed and that all products used are appropriate for the conditions and particular use.
6. This Warranty is limited to Products handled, stored, installed, and used properly.
7. This Warranty excludes installation workmanship.
8. This Warranty is governed by and is to be construed and enforced in accordance with the internal laws of Ohio, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction.
9. In order for you to bring a lawsuit against PRS, you must, as a condition precedent, (a) have complied with all of the terms and conditions of this Warranty applicable to you, and (b) the lawsuit must be commenced within one (1) year after the cause of action accrues. Time is of the essence. The failure to satisfy either of these conditions precedent shall result in your claims being forever barred.
10. Any lawsuit initiated by or on behalf of you against PRS must be brought or asserted either in the Court of Common Pleas for Medina County, Ohio or the United States District Court for the Northern District of Ohio. You hereby irrevocably submit to the jurisdiction of these courts.
11. The terms of this Warranty are severable so that any illegal, invalid, or unenforceable provision, if feasible, will be modified so that it becomes legal, valid, and enforceable, or if not so feasible, stricken; in either case without affecting the validity or enforceability of the remaining provisions.
12. This Warranty sets forth the entire agreement between you and PRS with respect to the Products.
13. PRS disclaims, and you waive, any prior affirmation of fact or promise, whether written or oral, not expressly stated in this Warranty.
14. The terms of this Warranty may not be altered, modified, or supplemented, except in a document that is created by an authorized agent of PRS.
15. PRS’s failure to exercise or enforce any of its rights under this Warranty is not a waiver and does not preclude PRS from exercising the same or any other right in the future.
16. The damages excluded by the terms of this Warranty include the following, even if PRS has been informed of the possibility, or even the likelihood, of any of these types of damages:
 - a. Loss or reduction of profits.
 - b. Interruption of business or loss or limitation of use of a residential property.
 - c. Injury to or illness or death of people or animals, including injury, illness or death proximately caused by a failure to adequately service and maintain the Products and all other associated components.
 - d. Damage or loss caused by living organisms.
 - e. Damage or loss caused by or attributable to indoor air quality, including, the presence or growth of mold, mildew, or other similar substance in, on, or about the Products.
 - f. Damage to or destruction of property, including the building or any of its contents.

For Questions Contact:

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