



Warranty No.: OV115

Limited Warranty for Protected Membrane Overburden Products**Project Information**

Building Name:
Building Address:
Owner Name:
Owner Address:
Products:

Express Warranty

Performance Roof Systems (**PRS**) warrants to you that all consumer products that are branded SOPREMA®, SOPREMA® Select, Chem Link®, Performance Roof Systems™, RESISTO® By SOPREMA, or Tropical Roofing Products® were free from manufacturing defects at time of production. The term of this warranty is 10 years, except for sealant products for which the term is 1 year (the "**Warranty Period**"). The Warranty Period commences on the initial date of product purchase. This warranty is subject to all the terms, conditions, and limitations set forth below.

By purchasing or accepting the installation of the products, you agree to be bound by all the provisions of this warranty.

Reporting Claims

You must promptly notify PRS in writing of any claim against this warranty. The claim must be received by PRS during the Warranty Period. The notice must include proof of purchase (for example, a copy of your purchase receipt) and a reasonably detailed description of why you believe the product does not meet the requirements of this warranty. You are encouraged to send photographs of representative conditions. Email claims to prswarrantyclaims@performancerooftsystems.us. After receiving a properly documented claim, PRS will promptly investigate and report its findings and conclusions back to you.

Remedy

When the merits of a claim are confirmed, PRS will either provide you with replacement products or refund your purchase price for the product proven to be defective. PRS's maximum liability under this warranty is limited to the originally invoiced price for the products that are the subject of this warranty. If replacement products are provided, the replacement products are warranted to be free from manufacturing defects for the remaining life of this warranty.

NOTICES

THE EXPRESS WARRANTY ARTICULATED ABOVE SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. **SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

THE REMEDY ARTICULATED ABOVE IS YOUR SOLE AND EXCLUSIVE REMEDY AGAINST PRS UNDER THIS WARRANTY.

PRS IS NOT LIABLE TO YOU, AND YOU WAIVE, ANY CLAIM FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR OTHER SIMILAR DAMAGES. **SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

PRS'S MAXIMUM LIABILITY DURING THE LIFE OF THIS WARRANTY IS LIMITED IN THE MANNER SET FORTH ABOVE.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

(07/2024)

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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