

The Soprema UK Limited Sopracover Warranty with Additional Insurance Backing.

This Warranty represents a contract between the building owner, as named on the warranty, and Soprema UK Limited. On signing the warranty, from the roof's practical completion date, for the period detailed overleaf, Soprema UK Limited hereby warrants the waterproofing membrane, and will assume the cost of removal and replacement of the membrane, or part thereof, in the event of failure. Additional insurance backing, covering payment for the costs of materials and labour to rectify any failure in the Soprema UK waterproofing products and/or their design, and resultant damage to the roofing system, and in the event of Contractor or Soprema UK Limited insolvency, is also provided within this Warranty.

Warranty Terms

In the event of water penetration during the term of warranty, resulting from membrane failure owing to a fault in the waterproofing materials, the membrane will be repaired or replaced at the discretion of Soprema UK, and associated labour costs covered free of charge, excluding those for any other work.

The Warranty is subject to the following terms and conditions.

i The parties involved have made their payments in accordance with the roof project contract, to the approved Soprema UK installer and to Soprema UK conditions of sale.

ii The roof has been laid in accordance with the specification and by the Soprema UK approved contractor detailed overleaf.

iii The waterproofing membrane has been properly maintained as detailed in the specification and/or in current British Standard Codes of practice 6229:2003 and 8217.

iv The roof has been laid in accordance with the specification and by the Soprema UK approved contractor detailed overleaf. The specification for the roof project has been approved, in writing, by the Soprema UK technical services department, or has been specified in current Soprema UK literature, before commencement of the roof project.

v The client shall arrange for Soprema UK to inspect all roof projects in their tenth and twentieth year, and then annually from the twenty first year to the end of the warranted period. The last five years of the warranted period will be deemed as a products only warranty, with a 10% reduction in pay out per year should failure occur from the twenty-fifth year to thirtieth year of the warranted period. At issue of the Warranty, and at each interval inspection of the warranty a complete detailed inspection report must be made and kept confirming that the waterproofing integrity of the membrane is still in tact. If any repair work is found to be necessary during inspection, repairs must be undertaken promptly by the approved contractor named on the warranty. The client shall be responsible for the costs of all inspections, and the client shall be responsible for the cost of any repair work found to be necessary unless covered by the warranty.

vi This Warranty does not cover claims arising as a result of:

- Failure of the insulation, unless purchased from Soprema UK or otherwise approved in writing by Soprema UK technical services department.
- Claims arising from product defects due to structural movement of the building in excess of normal tolerances.
- Waterproofing failure due to vandalism, mechanical damage, physical damage, sonic boom, explosion, fire, storms or any other acts of God, or any other abuse however caused.
- Failure by the contractor to comply with current codes of practice in the application of materials.
- Claims where the roof project included refurbishment, and failure has been caused by existing moisture in the old waterproofing system, including insulation and/or the associated structure.
- Failure of the roof as a result of failure to carry out annual maintenance.

- Deformation affecting the aesthetic appearance of the system, but not the waterproofing integrity.

- Failure of the waterproofing while work is in progress.

vii Any special conditions that may be detailed herein, which form part of this Warranty.

viii Soprema UK shall not be liable for any loss, costs (including legal) or damages incurred as a consequence of any misrepresentation by any client. The clients' rights under the terms of any Soprema UK Warranty shall be subject always to the clients continuing duty of utmost good faith.

ix The client shall notify Soprema UK within 24 hours upon discovery of water penetration, of which written confirmation, letter, fax or email, shall be sent to Soprema UK within a further 24 hours. The client shall provide immediate access and facilities to Soprema UK or its appointed agents to inspect the water penetration. Any remedial work must be carried out by the Soprema UK approved contractor detailed overleaf or otherwise approved in writing by Soprema UK. No remedial work shall commence until after the inspection has taken place.

x The client may assign the benefit of the Warranty (but subject to all its terms) to any subsequent owner or occupier providing that such assignment is in writing, letter, fax or email, and written notice of assignment, with the identity of the assignee, is given to Soprema UK within fourteen days of such assignment taking place.

xi The Warranty does not and will not affect the statutory rights of any party. In the event of a dispute concerning this Warranty or its term, the matter shall be referred to an arbitrator, who shall be appointed by agreement between the parties or, in default of agreement by the president of the Chartered Institute of Arbitrators.

xii Cover is available only for roof projects within the geographical limitations of Great Britain, Northern Ireland, The Channel Islands, The Isle of Man and the Republic of Ireland.

xiii Failure to comply with any of the above conditions shall make this Warranty invalid.

xiv The terms of this Warranty will be governed by English law.

xv The Contract (Right of Third Parties) Act 1999 is not applicable to this Warranty.