



IN PARTNERSHIP WITH:



10 YEARS INSURANCE
BACKED PRODUCT

WARRANTY

PROVIDED BY SOPREMA



CONTRACTOR NAME

BUILDING OWNER

PROJECT AREA m²

PROJECT COMPLETION DATE

SOPREMA WARRANTS THE FOLLOWING MATERIALS

PROJECT ADDRESS

DISTRIBUTOR AUTHORISED SIGNATURE

DATE

CONTRACTOR NAME

CONTACT NUMBER

CONTRACTOR ADDRESS

WORKMANSHIP COVER PERIOD

CONTRACTOR AUTHORISED SIGNATURE

DATE

**WORKMANSHIP
WARRANTY**

PROVIDED BY THE INSTALLING
CONTRACTOR NAMED OPPOSITE





THE SOPREMA SOPRACOVER WARRANTY

This Warranty represents a contract between the party named on the Warranty (the "building owner") and **SOPREMA UK** Limited (called "**SOPREMA**" hereafter) in consideration of the mutual rights and obligations in this Warranty.

On signing the Warranty, from practical completion date, for the period detailed overleaf, **SOPREMA** hereby warrants to the building owner that the Pavatex Insulation materials as listed shall remain effective in respect of thermal insulation and will meet the insulation values stated in the **SOPREMA** specifications.

In the event of failure of the effectiveness of the material **SOPREMA**, will assume the cost of removal and replacement of the system, or part thereof, subject to the following terms.

WARRANTY TERMS

In the event of failure during the term of Warranty, resulting from failure owing solely to a fundamental fault in the material itself, the system will be (wholly or partially) repaired or replaced at the discretion of **SOPREMA**. The costs of such repair or replacement will be limited to two times the project value (the project value being the value of the goods purchased from **SOPREMA** at the time of original supply, as evidenced in **SOPREMA's** original supply invoice) for the defective surface, with a maximum of £1,000,000.00 per project, and excluding an excess of 5% of the project value which is related to the defective area (that **SOPREMA** (at its discretion) determines will be repaired or replaced) with a minimum of £1,000.00 per claim (which will be payable by the building owner). For those warranties exceeding a period of twenty years, from year twenty, the compensation (but not the excess) will be reduced yearly by 5% Minor defects in the **SOPREMA** system products will not entitle the building owner to renewal of the whole system.

The Warranty is subject to the following terms and conditions.

I SOPREMA must be paid in full prior to the Warranty issue in accordance with the conditions of sale. The building owner must retain the original supply invoice as this will need to be produced to **SOPREMA** in case of any claim related to this Warranty.

II The installation of the material must have been carried out in accordance with the specification or **SOPREMA** recommendations. The specification for the project must be as specified in current **SOPREMA** literature.

III the system has been properly maintained as detailed in the specification provided by **SOPREMA** and/or in current British standard codes of practice. Records of such maintenance must be provided to **SOPREMA** in case of any claim related to this warranty.

IV If any repair work is found to be necessary during maintenance, work must be undertaken promptly by the contractor named on the Warranty or otherwise approved in writing by **SOPREMA**. The building owner shall be responsible for the costs of any work found to be necessary unless covered by the Warranty.

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

- structural movement of the building in excess of normal tolerances.
- Work, alterations, repairs or otherwise being carried out other than pursuant to this Warranty with the specific express prior written consent of **SOPREMA**.
- Vandalism, mechanical damage or defect, physical damage or defect, sonic boom, explosion, fire, accident, storms, flood, drought, earthquake or other natural disaster 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.
- Failure by the contractor and/or the building owner to comply with **SOPREMA's** installation and maintenance requirements as set out in this Warranty or otherwise required.
- Existing moisture in an old system and/or the associated structure.
- Deformation affecting the aesthetic appearance of the system, but not the effectivity of the product.
- Failure of the material while work is in progress.
- Defects which are insurable under a home insurance policy.

VI Any special conditions that may be detailed overleaf shall form part of this Warranty.

VII SOPREMA shall not be liable for any loss, costs (including legal) or damages incurred as a consequence of any misrepresentation, negligence or breach by any building owner or contractor.

VIII The building owner ensures that the contractor notifies **SOPREMA** by telephone within 24 hours of discovery of failure, of which written confirmation (by letter, fax or email) shall be sent to **SOPREMA** within a further 24 hours. The building owner shall provide immediate access and facilities to **SOPREMA** or its appointed agents to inspect the system. Any remedial work must be carried out by the contractor detailed overleaf or otherwise approved in writing by **SOPREMA**. No remedial work shall commence until after the inspection has taken place. However, the building owner shall take all reasonable steps to minimise any damage or further damage being caused (without causing any further damage to the product) and shall comply with all recommendations and instructions given by **SOPREMA**.

IX The building owner may assign the benefit of the Warranty (subject to all its terms) to any subsequent owner or occupier, providing that such assignment is in writing and written notice of assignment, with the identity of the assignee, is given to **SOPREMA** within fourteen days of such assignment taking place. The original building owner shall have no further rights under the Warranty from the date of any assignment.

X 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 terms, the matter shall be referred to and determined by a single arbitrator, who shall be appointed by agreement between the parties or, in default of agreement within 14 days of request by either party to agree an arbitrator, by the President or a Deputy President of the Chartered Institute of Arbitrators.

XI This Warranty only covers projects within the geographical limitations of Great Britain, Northern Ireland, The Channel Islands, The Isle of Man and the Republic of Ireland.

XII Failure to comply with any of the conditions of this Warranty shall make this Warranty invalid. A waiver of any condition under this Warranty on any occasion shall only be effective if given in writing and shall not be deemed a waiver of the condition on any subsequent occasion. A failure or delay by **SOPREMA** to rely upon any condition under this Warranty shall not constitute a waiver of that or any other condition, nor shall it prevent or restrict any further reliance on that or any other condition.

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

XIV A person who is not a party to this Warranty shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Warranty. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

XV How to claim;

In the event of any problems, the contractor should contact **SOPREMA UK** Limited directly by telephone (+44 (0) 330 058 0668) followed by confirmation in writing. Letters should be addressed to our registered office:

Technical Department, **SOPREMA UK** Limited, **SOPREMA** House, Freebournes Road, Witham, CM8 3UN

XVI Any repaired or replaced product shall have the benefit of the remainder of the term of this Warranty (unless otherwise expressly agreed in writing by **SOPREMA** in its sole discretion).



INSURANCE

SOPREMA has insurance to cover its legal liability for the costs of materials and labour to rectify any failure in the **SOPREMA** waterproofing or insulation products or its faulty recommendations (subject always to the terms, exclusions and conditions of the insurance).