



## **LIMITED MATERIAL WARRANTY**

For the warranty period indicated above, Bramal Inc. a company incorporated in the province of Quebec, warrants to the Building Owner (“Owner”) above that Bramal Inc. will, subject to the Terms, Conditions and Limitations, set forth below, provide replacement membrane materials sufficient to replace any area of Bramal Inc. Roofing Membrane (“Membrane”) which leaks as a result of ordinary exposure to the elements or any manufacturing defect in the Membrane. Bramal Inc.’s replacement obligations over the life of this warranty are limited to the owners original cost of the Membrane, prorated based on the remaining months of the unexpired warranty.

## **TERMS, CONDITIONS AND LIMITATIONS**

1. The Membrane is limited to mean the Bramal Inc. brand Membrane when installed in accordance with Bramal’s Technical Specifications.

2. In the event any leak should occur in the Membrane:

(a) The Owner must give written notice to Bramal Inc. within thirty (30) days of any occurrence of a leak. By so notifying Bramal Inc., the Owner authorizes Bramal Inc. or its designee to investigate the cause of the leak.

(b) If upon investigation, Bramal Inc. determines that the leak is caused by deterioration in the Membrane as a result of ordinary exposure to the elements, the Owner’s sole and exclusive remedy and Bramal Inc.’s liability shall be limited to the supply of replacement Membrane material sufficient to replace the affected area of Membrane;

(c) Should the investigation reveal that the leak is caused by something other than causes set forth in 2(b) above, investigation costs shall be paid by the Owner. Failure by Owner to pay for these costs shall render this Membrane Limited Warranty (“Limited Warranty”) null and void. If the cause of the leak is determined by Bramal Inc. to be outside the scope of this Limited Warranty, Bramal Inc. shall advise the Owner of the type and/or extent of repairs required to be made at the Owner’s expense which, if the Owner properly makes, will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to make these repairs in a reasonable manner and within a reasonable time shall render this Limited Warranty null and void.

(d) Any dispute, controversy or claim between the Owner and Bramal Inc. concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Bramal Inc. do not resolve the dispute, controversy or claim in mediation, the Owner and Bramal Inc. agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of the Province of Quebec under the laws of the Quebec Civil Code. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.



3. Bramal Inc. shall have no obligation under this Limited Warranty unless and until Bramal Inc. and the licensed applicator have been paid in full for all materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the System.

4. Bramal shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by:

(a) Natural forces, disasters, or acts of God including, but not limited to, winds (upwards of 55MPH), hurricanes, tornadoes, hail, lightning, earthquakes, atomic radiation, insects, or animals;

(b) Any act(s), conduct or omission(s) by any person, or act(s) of war, which damages the System or which impairs the Membrane's ability to resist leaks;

(c) Failure by the Owner to use reasonable care in maintaining the Membrane, said maintenance to include, but not limited to those items listed on the reverse side of this Limited Warranty titled "Building Envelope Care and Maintenance Guide";

(d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc;

(e) Condensation or infiltration of moisture in, through, or around the walls, copings, rooftop hardware or equipment, building structure or underlying or surrounding materials;

(f) Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the Membrane, which damages the Membrane, or which impairs the Membrane's ability to resist leaks;

(g) Alterations or repairs to the Membrane not approved in writing by Bramal Inc.;

(h) The architecture, engineering, construction or design of the roof, roofing system, or building.

Bramal Inc. does not undertake any analysis of the architecture or engineering required to evaluate what type of roof system is appropriate;

(i) A change in building use or purpose.

(j) Failure to give proper notice as set forth in paragraph 2(a) above.

5. This Limited Warranty shall be transferable subject to Bramal Inc.'s inspection, written approval, and payment of the current transfer fee.



6. During the term of this Limited Warranty, Bramal Inc., its designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Bramal Inc. for all reasonable costs incurred during inspection and/or repair of the System that are due to delays associated with said restrictions. Owner shall be responsible for the removal and replacement of any overburdens, substrate or overlays, either permanent or temporary, as necessary to expose the surface of the System for inspection and/or repair. Failure by Owner to pay these costs or to deny roof access to Bramal Inc. shall render this Limited Warranty null and void.

7. Bramal Inc.'s failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.

8. This Limited Warranty shall be governed and construed in accordance with the laws of the Province of Quebec without regard to conflict of laws.

9. This Limited Warranty does not cover flashings, seams, adhesives, sealants, coatings or workmanship.

BRAMAL INC. DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED. BRAMAL INC. SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY BRAMAL INC. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST BRAMAL INC. AND BRAMAL INC. SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF BRAMAL INC. NO OTHER PERSON HAS ANY AUTHORITY TO BIND BRAMAL INC. WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

**BRAMAL INDUSTRIES INC.**

By:  
Authorized  
Signature:  
Title:



**(Recommendations for Buildings with a Bramal Inc. Membrane-Only Warranty)**

**Congratulations** on your purchase of a Bramal Inc. roof Membrane for your building! Your building is a valuable asset and as such should be properly maintained. **All building envelope components require periodic attention to perform as designed and to protect your investment.**

1. The building envelope, including the roof, should be inspected at least twice yearly (in the Spring and Fall), and after any severe storms. Record maintenance procedures as they occur. Log all access times and parties working on the roof.

2. Although Bramal Inc. roofing Membranes are designed to accommodate moderate levels of standing water, the weight of standing water, ice or snow on a roof may exceed building structural design loads. As a consequence, good roofing practice suggests that water not be allowed to remain on the roof for more than 48 hours after a rainfall. Roofs should have slope to drain and all drain areas should remain clean. Bag and remove all debris from the roof since such debris can be quickly swept into drains by rain. This will allow for proper water run-off and avoid overloading the roof with standing water.

3. The Bramal Inc. roof Membrane should not be exposed to acids, solvents, greases, oil, fats, chemicals and the like. If the Bramal Inc. roof Membrane is subject to contact with any such materials, contact Bramal Inc. immediately.

4. The Bramal Inc. roof Membrane is designed to be a waterproofing component; not a traffic-bearing component of the building envelop. If there is to be roof traffic for any reason, contact Bramal Inc. or your Bramal Inc. Licensed Applicator for the installation of acceptable protective walkways.

5. Although periodic inspection is recommended to assure that building components have not been subjected to unusual forces or conditions, the Bramal Inc. roof Membranes do not require maintenance under normal service in order to perform as designed or to keep this Limited Warranty in effect. Surfacing, such as coatings, are sometimes applied to roof membranes for a number of reasons. These surfacings are not covered under the terms of this limited warranty, although they may be covered under a separate agreement.

6. All counterflashing, metal work, drains, skylights, equipment curb and supports, and any other rooftop accessories functioning in conjunction with the Bramal Inc. roofing Membrane must be properly maintained at all times. In addition, roof sealants (including, but not limited to General Purpose Sealant) and coatings are not covered under this warranty and must be maintained.

7. If any additional equipment is to be installed on your roof (e.g. HVAC units, TV antennas, etc.), contact Bramal Inc., in writing, for approval before proceeding.



8. Should there be an addition to the building, requiring tie-in to the existing Bramal Inc. roofing Membrane, contact Bramal Inc. before proceeding to ensure the tie-in is in accordance with Bramal Inc. specifications.

9. Should you have a leak:

a) Check for the obvious: clogged roof drains, loose counter flashings, broken skylights, open grills or vents, broken water pipes or Membrane damage.

b) Note conditions resulting in leakage. Heavy or light rain, wind direction, temperature and time of day that the leak occurs are all important clues to tracing roof leaks. Note whether the leak stops shortly after each rain or continues to drip until the roof is dry. If you are prepared with the facts, the diagnosis and repair of the leak can proceed more rapidly.

c) Contact Bramal Inc. Warranty Services at 1-450-763-1443 **immediately**...but please don't call until you are reasonably sure that the Bramal Inc. roofing Membrane is the cause of the leak and is covered under the terms and condition of the warranty. This warranty does not cover labor or workmanship.

Bramal Inc. feels that the preceding recommendations will assist you, the building owner, in maintaining your building for many years. Remember, your building is an investment. To maximize your return on this investment, appropriate care is essential.