

Amendment 1

PROJECT/CONTRACT NUMBER: 24-25-03

Hidden Valley School MPR Roof Project



ROSS VALLEY SCHOOL DISTRICT

Issued April 25, 2025

AMENDMENT 1

The Ross Valley School District received a request for substitution of Siplast Paradiene 20/30 membrane roof with an Elastophene Sanded 2.2 & FR GR roof. Notice is hereby given that the District has approved this as a valid substitution. A copy of the specifications are attached under Exhibit A.

END OF DOCUMENT



April 23, 2025

Mr. Chris Carson
Ross Valley School District
100 Shawn Drive
San Anselmo, CA 94960

Re: Notice of Intent to Warrant (NOITW)
Hidden Valley School MPR Reroof
Ross Valley School District
46 Green Valley Court
San Anselmo, CA 94960

To whom it may concern.

This letter describes materials and assemblies proposed for the subject project as they have been presented to SOPREMA. Please let us know if you believe any of the information indicated below is inaccurate or incomplete so that we may make necessary revisions.

SOPREMA warranty:

Upon successful completion, the proposed Styrene-Butadiene-Styrene (SBS) roofing qualifies for the SOPREMA Thirty-year, Platinum NDL Roof Warranty Form 101.

Proposed SBS roofing over wood deck:

- Structural deck: Wood.
- Insulation: One layer of 2.6 in 4x8 ft SOPRA-ISO, (20-psi) polyisocyanurate insulation mechanically fastened with TRUFAST VERSA-FAST Plates with minimum two (2) VERSA-FAST Fasteners.
Insulation attachment:
 - **Roof Zones 1, 2 and 3:** Refer to SOPREMA Drawing US.FP.14.07 enclosed.
- Cover board: 1/2 in 4x8 GP-GYPSUM DENSDECK® PRIME adhered using DUOTACK 365 applied in continuous ribbons.
Cover board attachment
 - **Roof Zones 1, 2 and 3:** Refer to SOPREMA Drawing US.FP.15.01 enclosed.
- SBS modified bitumen base ply: One ply of ELASTOPHENE HS SANDED adhered using COLPLY ADHESIVE.
- SBS modified bitumen cap sheet: ELASTOPHENE FR GR (SG) adhered using COLPLY ADHESIVE. Note: cap sheet to be adhered using COLPLY EF ADHESIVE wherever ALSAN RS will be used.
- Cant strips: Install the specified cant strip at the roof to wall transitions.
- SBS modified bitumen flashing base ply: Prime substrate with ELASTOCOL STICK ZERO Primer and install one ply of SOPRALENE STICK. Seal all T-joints watertight at side and end-laps by heat welding or using SOPRAMASTIC SBS ELASTIC CEMENT.



- SBS modified bitumen flashing cap sheet: SOPRALENE 180 FR GR (SG) adhered using COLPLY FLASHING CEMENT. Note: cap sheet to be adhered using COLPLY EF FLASHING CEMENT wherever ALSAN RS will be used.
- ALSAN RS LO Primer (for metal substrates): Prepare metal surfaces, wipe clean with ALSAN RS CLEANER. Mix ALSAN RS LO Primer base Part A and ALSAN RS LO Activator Part B and apply to substrates and allow to dry completely before applying ALSAN RS liquid-applied flashing.
- ALSAN RS liquid-applied flashing: Apply ALSAN RS 276 Primer to the prepared substrates. Apply catalyzed resin base coat of ALSAN RS 230 FLASH, then apply ALSAN RS FLEECE reinforcement and the catalyzed resin topcoat of ALSAN RS 230 FLASH to fully encapsulate the reinforcement.

ANSI/FM 4474 and/or TAS 114:

The SBS roofing system tested meets the following per ANSI/FM 4474, "Evaluating the Simulated Wind Uplift Resistance of Roof Assemblies using Static Positive and/or Negative Differential Pressure", and/or Testing Application Standard (TAS) No. 114 "Test Procedures for Roof System Assemblies in the High-Velocity Hurricane Zone Jurisdiction". Refer to the requirements and limitations published in the approvals.

- Zone 1: -67.5 psf "Maximum Design Pressure" (MDP). Refer to Florida Evaluation Report FL3915-R38, System Number W-25 for review and acceptance.
 - Provide perimeter and corner attachment enhancements per SOPREMA warranty requirements as indicated herein.

Fire Classification:

The SBS roofing listed meets UL 790, Class A (max incline 1-1/2 in). Refer to UL TGFU.R11436, Class A, Fully Adhered, Listing 138 for review and acceptance.

Additional items:

The components and attachment requirements proposed by SOPREMA include the minimum requirements necessary to offer the proposed warranty. SOPREMA products and products sold by SOPREMA are included in the proposed SOPREMA warranty. Non-SOPREMA products and materials not sold by SOPREMA are excluded from SOPREMA warranty coverage. Please refer to SOPREMA US published documentation, Product Data Sheets, Safety Data Sheets, details, agency approvals and other applicable references.

Please contact Kent Yonker at 330.334.0066 if additional support is needed for this project.

Sincerely,

Kelly Spornitz
Technical Coordinator
Mobile: (913) 220-3278
kspornitz@performancerooftsystems.us

cc: Project File Sales and Technical Staff, SOPREMA
enc: US.FP.14.07, US.FP.15.01





April 21, 2025

Mr. Chris Carson
Ross Valley School District
100 Shawn Drive
San Anselmo, CA 94960

Modified Bitumen Membrane Roofing
Filler Content
Hidden Valley School MPR Reroof
Ross Valley School District
46 Green Valley Court
San Anselmo, CA 94960

To whom it may concern.

This letter describes materials and assemblies proposed for the subject project as they have been presented to SOPREMA. Please let us know if you believe any of the information indicated below is inaccurate or incomplete so that we may make necessary revisions.

SOPREMA does not provide specific filler content percentage as this information is proprietary. SOPREMA supplies a range of filler content that is viewable in the enclosed primary membrane 'Safety Data Sheet' (SDS). Note: ASTM does not list a minimum or maximum filler content requirement.

Sincerely,

Kelly Spornitz
Technical Coordinator
Mobile: (913) 220-3278
kspornitz@performancerooftsystems.us

cc: Project File Sales and Technical Staff, SOPREMA
enc: SDS

SECTION 1: Identification

1.1. Identification

Product form	: Mixture
Product name	: SBS Modified Bitumen Waterproofing Membrane
Synonyms	: ANTIROCK, COLPHENE 180 FR GR, COLPHENE 180 PS, COLPHENE 180 SANDED, COLPHENE 180 SP, COLPHENE 250 FR GR, COLPHENE FLAM 180, COLPHENE FLAM 180 FR GR, COLPHENE FLAM 250 FR GR, COLPHENE SANDED, COLPHENE SP 2.2, COLPHENE SP 3.0, COLPHENE STICK, COLPHENE STICK GR, COLVENT 180 TG, COLVENT FLAM 180 TG, COLVENT FLAM 180 FR GR, ELASTOPHENE FLAM, ELASTOPHENE FLAM 2.2, ELASTOPHENE FLAM FR GR, ELASTOPHENE FLAM FR+ GR, ELASTOPHENE FLAM HR 3.0, ELASTOPHENE FLAM HS, ELASTOPHENE FLAM HS FR GR, ELASTOPHENE FLAM LS FR GR, ELASTOPHENE FLAM STICK, ELASTOPHENE FR GR, ELASTOPHENE FR+ GR, ELASTOPHENE HR FR GR, ELASTOPHENE HR 2.2, ELASTOPHENE HR 3.0, ELASTOPHENE HS FR GR, ELASTOPHENE HS SANDED, ELASTOPHENE LS FR GR, ELASTOPHENE PS 2.2, ELASTOPHENE PS 3.0, ELASTOPHENE SANDED 2.2, ELASTOPHENE SANDED 3.0, ELASTOPHENE SP 2.2, ELASTOPHENE SP 3.0, ELASTOPHENE STICK, ELASTOPHENE ULTRA-STICK, ELASTOPHENE ULTRA-STICK FR GR, LASTOBOND ECO, LASTOBOND SHIELD HT, Modified SOPRA G, SOPRA 4897, SOPRA IV, SOPRABASE S, SOPRABASE TG, SOPRAFX BASE 611, SOPRAFX BASE 612, SOPRAFX BASE 613, SOPRAFX BASE 614, SOPRAFX BASE 622, SOPRAJOINT, SOPRALAST 50 TV ALU, SOPRALAST 50 TV ALU SANDED, SOPRALENE 180 FR GR, SOPRALENE 180 FR+ GR, SOPRALENE 180 PS 2.2, SOPRALENE 180 PS 3.0, SOPRALENE 180 SANDED, SOPRALENE 180 SANDED 2.2, SOPRALENE 180 SP 3.0, SOPRALENE 180 SP 3.0 CUT 13", SOPRALENE 180 SP 3.5, SOPRALENE 250 FR GR, SOPRALENE 250 FR+ GR, SOPRALENE 250 SANDED, SOPRALENE 250 SP 4.0, SOPRALENE FLAM 180, SOPRALENE FLAM 180 CUT 13", SOPRALENE FLAM 180 FR GR, SOPRALENE FLAM 180 FR+ GR, SOPRALENE FLAM 250, SOPRALENE FLAM 250 FR GR, SOPRALENE FLAM 250 FR+ GR, SOPRALENE FLAM STICK, SOPRALENE STICK, SOPRALENE STICK CUT 13", SOPRALENE ULTRA-STICK, SOPRALENE ULTRA-STICK FR GR, SOPRAVAP'r, SOPRAVI, SOPRAWALK GR, ULTRA-STICK NAIL BASE, UNILAY

1.2. Recommended use and restrictions on use

Use of the substance/mixture	: Membranes used for all types of roofing needs, air barrier and waterproofing protection
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SBS Modified Bitumen Waterproofing Membrane

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

1.3. Supplier

Manufacturer:
SOPREMA INC.
310 Quadral Dr.
Wadsworth, OH 44281
Tel: 1-800-356-3521

Distributors:
SOPREMA Canada
1675 Haggerty Street
Drummondville (Quebec) J2C 5P7
Tel: 1-819-478-8163

SOPREMA Canada
44955 Yale Road West
Chilliwack (BC) V2R 4H3
CANADA
Tel: 1-604-793-7100

SOPREMA USA
12251 Seaway Road
Gulfport (Mississippi) 39507
UNITED STATES
Tel: 1-228-701-1900

1.4. Emergency telephone number

Emergency number : CHEMTREC 1-800-434-9300 (Acct.# CCN20515). CANUTEC 1-613-996-6666

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

GHS US classification

Not classified

2.2. GHS Label elements, including precautionary statements

According to the corresponding national regulations there is no labelling obligation for this product.

2.3. Other hazards which do not result in classification

No additional information available

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable

SBS Modified Bitumen Waterproofing Membrane

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

3.2. Mixtures

Name	Product identifier	%	GHS US classification
Asphalt	CAS-No.: 8052-42-4	30 – 70	Carc. 1B, H350
Calcium carbonate	CAS-No.: 471-34-1	0 – 60	Not classified
distillates (petroleum), hydrotreated heavy naphthenic	CAS-No.: 64742-52-5	0 – 30	Carc. 1B, H350
Quartz	CAS-No.: 14808-60-7	7 – 13	Carc. 1A, H350
talc	CAS-No.: 14807-96-6	7 – 13	Not classified

A portion of crystalline silica can be present in the sand or granules spread on top of some membranes. The crystalline silica contained in the sand or granules is not likely to be found in ambient air in concentrations above the limits of exposure since the product adheres to the surface of the membrane.

Full text of hazard classes and H-statements : see section 16SECTION 4: First-aid measures

4.1. Description of first aid measures

First-aid measures after inhalation : Remove person to fresh air and keep comfortable for breathing.
First-aid measures after skin contact : Wash skin with plenty of water.
First-aid measures after eye contact : Rinse eyes with water as a precaution.
First-aid measures after ingestion : Call a poison center or a doctor if you feel unwell.

4.2. Most important symptoms and effects (acute and delayed)

No additional information available

4.3. Immediate medical attention and special treatment, if necessary

Treat symptomatically.

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

Suitable extinguishing media : Water spray. Dry powder. Foam.

5.2. Specific hazards arising from the chemical

Hazardous decomposition products in case of fire : Toxic fumes may be released.

5.3. Special protective equipment and precautions for fire-fighters

Protection during firefighting : Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

Emergency procedures : Ventilate spillage area.

6.1.2. For emergency responders

Protective equipment : Do not attempt to take action without suitable protective equipment. For further information refer to section 8: "Exposure controls/personal protection".

SBS Modified Bitumen Waterproofing Membrane

Safety Data Sheet

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6.2. Environmental precautions

Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

Methods for cleaning up : Mechanically recover the product.
Other information : Dispose of materials or solid residues at an authorized site.

6.4. Reference to other sections

For further information refer to section 13.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Ensure good ventilation of the work station. Wear personal protective equipment.
Hygiene measures : Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Store in a well-ventilated place. Keep cool.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

SBS Modified Bitumen Waterproofing Membrane

No additional information available

Asphalt (8052-42-4)

USA - ACGIH - Occupational Exposure Limits

Local name	Asphalt (Bitumen) fumes, as benzene-soluble aerosol
ACGIH OEL TWA	0.5 mg/m ³ (Inhalable fraction)
Remark (ACGIH)	TLV® Basis: URT & eye irr. Notations: A4 (Not classifiable as a Human Carcinogen); BEIP
Regulatory reference	ACGIH 2021

distillates (petroleum), hydrotreated heavy naphthenic (64742-52-5)

No additional information available

Calcium carbonate (471-34-1)

No additional information available

Quartz (14808-60-7)

USA - ACGIH - Occupational Exposure Limits

Local name	Silica crystalline - quartz
ACGIH OEL TWA	0.025 R
Remark (ACGIH)	TLV® Basis: Pulm fibrosis; lung cancer. Notations: A2 (Suspected Human Carcinogen)
Regulatory reference	ACGIH 2021

SBS Modified Bitumen Waterproofing Membrane

Safety Data Sheet

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Quartz (14808-60-7)

USA - OSHA - Occupational Exposure Limits

Local name	Silica, crystalline quartz, respirable dust
Remark (OSHA)	(3) See Table Z-3.
Regulatory reference (US-OSHA)	OSHA Annotated Table Z-3 Mineral Dusts

talc (14807-96-6)

USA - ACGIH - Occupational Exposure Limits

Local name	Talc (2009) Containing no asbestos fibers
ACGIH OEL TWA	2 mg/m ³

USA - OSHA - Occupational Exposure Limits

Local name	Talc (containing no asbestos), respirable dust
Remark (OSHA)	(3) See Table Z-3.

8.2. Appropriate engineering controls

Appropriate engineering controls	: Ensure good ventilation of the work station.
Environmental exposure controls	: Avoid release to the environment.

8.3. Individual protection measures/Personal protective equipment

Hand protection:

Protective gloves

Eye protection:

Safety glasses

Skin and body protection:

Wear suitable protective clothing

Respiratory protection:

In case of insufficient ventilation, wear suitable respiratory equipment

Personal protective equipment symbol(s):



SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Solid
Color	: Various
Odor	: Asphalt
Odor threshold	: No data available
pH	: No data available
Melting point	: No data available
Freezing point	: Not applicable
Boiling point	: No data available

SBS Modified Bitumen Waterproofing Membrane

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Flash point	: Not applicable
Relative evaporation rate (butylacetate=1)	: No data available
Flammability (solid, gas)	: Nonflammable.
Vapor pressure	: No data available
Relative vapor density at 20 °C	: No data available
Specific Gravity	: No data available
Solubility	: No data available
Partition coefficient n-octanol/water (Log Pow)	: No data available
Auto-ignition temperature	: Not applicable
Decomposition temperature	: No data available
Viscosity, kinematic	: Not applicable
Viscosity, dynamic	: No data available
Explosive limits	: Not applicable
Explosive properties	: No data available
Oxidizing properties	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

None under recommended storage and handling conditions (see section 7).

10.5. Incompatible materials

No additional information available

10.6. Hazardous decomposition products

Under normal conditions of storage and use, hazardous decomposition products should not be produced.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity (oral)	: Not classified
Acute toxicity (dermal)	: Not classified
Acute toxicity (inhalation)	: Not classified

Asphalt (3052-42-4)	
LD50 oral rat	> 2000 mg/kg (Rat)
LD50 dermal rabbit	> 2000 mg/kg (Rabbit)
LC50 Inhalation - Rat	> 0.0944 mg/l air Animal: rat, Guideline: OECD Guideline 403 (Acute Inhalation Toxicity)

SBS Modified Bitumen Waterproofing Membrane

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Calcium carbonate (471-34-1)

LD50 oral rat	> 2000 mg/kg (OECD 420: Acute Oral toxicity – Acute Toxic Class Method, Rat, Female, Experimental value)
LD50 dermal rat	> 2000 mg/kg bodyweight (OECD 402: Acute Dermal Toxicity, 24 h, Rat, Male/female, Experimental value)
LC50 Inhalation - Rat	> 3 mg/l (OECD 403: Acute Inhalation Toxicity, 4 h, Rat, Male/female, Experimental value)
Skin corrosion/irritation	: Not classified
Serious eye damage/irritation	: Not classified
Respiratory or skin sensitization	: Not classified
Germ cell mutagenicity	: Not classified
Carcinogenicity	: Not classified

Asphalt (8052-42-4)

IARC group	2B - Possibly carcinogenic to humans
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Quartz (14808-60-7)

IARC group	1 - Carcinogenic to humans
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Reproductive toxicity	: Not classified
STOT-single exposure	: Not classified
STOT-repeated exposure	: Not classified

Asphalt (8052-42-4)

LOAEC (inhalation, rat, dust/mist/fume, 90 days)	0.0207 mg/l air Animal: rat, Guideline: other:OECD 451
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Aspiration hazard	: Not classified
Viscosity, kinematic	: Not applicable

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general	: The product is not considered harmful to aquatic organisms nor to cause long-term adverse effects in the environment.
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Calcium carbonate (471-34-1)

LC50 - Fish [1]	> 100 % (OECD 203: Fish, Acute Toxicity Test, 96 h, Oncorhynchus mykiss, Semi-static system, Fresh water, Experimental value)
EC50 - Crustacea [1]	> 100 % (OECD 202: Daphnia sp. Acute Immobilisation Test, 48 h, Daphnia magna, Static system, Fresh water, Experimental value)

talc (14807-96-6)

LC50 - Fish [1]	> 100 g/l (24 h, Brachydanio rerio, Semi-static system)
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12.2. Persistence and degradability

Asphalt (8052-42-4)

Persistence and degradability	Not readily biodegradable in water. Not established.
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distillates (petroleum), hydrotreated heavy naphthenic (64742-52-5)

Persistence and degradability	Not established.
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SBS Modified Bitumen Waterproofing Membrane

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Calcium carbonate (471-34-1)

Persistence and degradability	Biodegradability: not applicable. Biodegradability in soil: not applicable. Adsorbs into the soil. Not established.
Biochemical oxygen demand (BOD)	Not applicable (inorganic)
Chemical oxygen demand (COD)	Not applicable (inorganic)
ThOD	Not applicable (inorganic)

Quartz (14808-60-7)

Persistence and degradability	Biodegradability: not applicable. Not established.
Biochemical oxygen demand (BOD)	Not applicable
Chemical oxygen demand (COD)	Not applicable
ThOD	Not applicable
BOD (% of ThOD)	Not applicable

talc (14807-96-6)

Persistence and degradability	Biodegradability: not applicable.
Biochemical oxygen demand (BOD)	Not applicable
Chemical oxygen demand (COD)	Not applicable
ThOD	Not applicable
BOD (% of ThOD)	Not applicable

12.3. Bioaccumulative potential

Asphalt (8052-42-4)

Partition coefficient n-octanol/water (Log Pow)	> 6 (Calculated)
Bioaccumulative potential	Not bioaccumulative. Not established.

distillates (petroleum), hydrotreated heavy naphthenic (64742-52-5)

Bioaccumulative potential	Not established.
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Calcium carbonate (471-34-1)

Partition coefficient n-octanol/water (Log Pow)	-2.12 (Estimated value)
Bioaccumulative potential	Low potential for bioaccumulation (Log Kow < 4). Not established.

Quartz (14808-60-7)

Partition coefficient n-octanol/water (Log Pow)	Not applicable
Bioaccumulative potential	No bioaccumulation data available. Not established.

12.4. Mobility in soil

Calcium carbonate (471-34-1)

Ecology - soil	Adsorbs into the soil.
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12.5. Other adverse effects

No additional information available

SBS Modified Bitumen Waterproofing Membrane

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 13: Disposal considerations

13.1. Disposal methods

Waste treatment methods : Dispose of contents/container in accordance with licensed collector's sorting instructions.

SECTION 14: Transport information

14.1. UN number

Not regulated for transport

14.2. UN proper shipping name

Proper Shipping Name (DOT) : Not applicable

14.3. Transport hazard class(es)

DOT

Transport hazard class(es) (DOT) : Not applicable

14.4. Packing group

Packing group (DOT) : Not applicable

14.5. Environmental hazards

Other information : No supplementary information available.

14.6. Special precautions for user

DOT

No data available

14.7. Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable

SECTION 15: Regulatory information

15.1. US Federal regulations

All components of this product are listed, or excluded from listing, on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory except for:

Asphalt	CAS-No. 8052-42-4	30 – 70%
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This product or mixture is not known to contain a toxic chemical or chemicals in excess of the applicable de minimis concentration as specified in 40 CFR §372.38(a) subject to the reporting requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372.

15.2. International regulations

CANADA

Asphalt (8052-42-4)

Listed on the Canadian DSL (Domestic Substances List)

SBS Modified Bitumen Waterproofing Membrane

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Quartz (14808-60-7)

Listed on the Canadian DSL (Domestic Substances List)

EU-Regulations

No additional information available

National regulations

Asphalt (8052-42-4)

Listed on IARC (International Agency for Research on Cancer)

Quartz (14808-60-7)

Listed on IARC (International Agency for Research on Cancer)

15.3. US State regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer, developmental and/or reproductive harm

Component	State or local regulations
Asphalt(8052-42-4)	U.S. - Massachusetts - Right To Know List; U.S. - New Jersey - Right to Know Hazardous Substance List; U.S. - Pennsylvania - RTK (Right to Know) List
Quartz(14808-60-7)	U.S. - Massachusetts - Right To Know List; U.S. - New Jersey - Right to Know Hazardous Substance List; U.S. - Pennsylvania - RTK (Right to Know) List
talco(14807-96-6)	U.S. - New Jersey - Right to Know Hazardous Substance List

SECTION 16: Other information

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Revision date : 3/4/2025
Revision date : 3/31/2025 Edited Synonyms & corrected typos

Full text of H-statements

H350	May cause cancer.
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Safety Data Sheet (SDS), USA

This SDS contains all the information required by ANSI Z400.1 standard (United States), by regulation 29 CFR Part 1910-1200 of the Hazard Communication Standard of OSHA and is in accordance with DORS/88-66 of WHMIS (Canada).

The best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier nor any of its subsidiaries assumes any liability whatsoever for the accuracy of completeness of the information contained herein. Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.

Elastophene FR GR							
Project Name	Address	City	State	Zip	Roofing Area	Flashing Area	Brand Name
AT&T Pine Valley	28836 Old Hwy 80	Pine Valley	CA	91962	300	200	Elastophene FR GR
Blue Lakes Elementary	9250 SW 52nd Terrace	Miami	FL	33105	300	300	Elastophene FR GR
Blue Plains Chemical-Low Roof	5000 Overlook Avenue S.W.	Washington	DC	20032	300	100	Elastophene FR GR
C.F. Carr Elementary School	1452 Bayside Street	Dallas	TX	75212	300	0	Elastophene FR GR
Claiborne Elementary School - Kitchen & Warehouse Storage	4700 Denham Street	Baton Rouge	LA	70802	300	0	Elastophene FR GR
Clinton/Russell Elementary School	3031 S. Beckley Drive	Dallas	TX	75224	300	0	Elastophene FR GR
Elastophene Sanded 2.2							
Boomtown Casino Hotel	4132 Peters Road	Harvey	LA	70058	300	300	ELASTOPHENE SANDED 2.2
800 Brazos Place - 13th Floor Terrace Area D	800 Brazos St.	Austin	TX	78701	324	106	Elastophene Sanded 2.2
Beach Elementary	1710 N. Humboldt St.	Portland	OR	97217	400	50	ELASTOPHENE SANDED 2.2
Central/High School	200 Cabin Branch Road	Seat Peasant	MD	000__	400	120	ELASTOPHENE SANDED 2.2
Louisiana State University-Nuclear Science Bldg.	Louisiana State University	Baton Rouge	LA	70803	400	224	ELASTOPHENE SANDED 2.2

This is a translation of the certificate FR18/81842815.00,
continued

SOPREMA SAS



ISO 9001:2015

Issue 9

Sites

SOPREMA Inc. Richmond

327, 9^{ème} Avenue Richmond, J0B 2H0 Québec, Canada

Manufacture of sealants, adhesives, liquid sealants, pigment pastes, epoxy and liquid resin for the production of spray polyurethane type insulation.

SOPREMA Inc. Ayr-Foil Québec

3050, Boul. Ste Anne Beauport, G1E 6N1 Québec, Canada

Manufacturing and associated logistics of reflective insulation and drainage boards.

SOPREMA Inc. SHERBROOKE

5255, rue Robert-Boyd Sherbrooke, J1R 0W8 Québec, Canada

Design, development, manufacturing, associated logistics and internal transfer of insulating materials bases on extrudes polystyrene.

SOPREMA Inc. SAINTE JULIE

1451, rue Nobel Sainte-Julie, J3E 1Z4 Québec, Canada

Design, development, manufacturing, associated logistics and internal transfer of thermal and acoustics insulation materials based on cellulose wadding.

SOPREMA USA Inc. Wadsworth

310, quadral drive Wadsworth, 44281 Ohio, United States of America

Design, development, manufacturing, and associated logistics of bitumen membranes.

SOPREMA USA Inc. Gulfport

12251, Seaway Road Gulfport, 39503 Mississippi, United States of America

Industrialisation, manufacturing and associated logistics of bitumen waterproofing membranes.

SOPREMA CHINA

No.501 Changting Road, West Taihu Science and Technology Industrial Park, Economic Development Zone, 213149

Changzhou City, Jiangsu Province, China

Manufacture, shipping and internal transfer of synthetic waterproofing membrane.



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Quality Compliance Certificate

Product Description **ELASTOPHENE FLAM LS FR GR**

Order Code: **01221**

MO **11134**

Date Sampled **18-Oct-2017**







ASTM **D6163-1** Grade **G**

We hereby certify that the above product was manufactured and shipped according to our quality control plan. All tests results for this product meets and/or exceeds designated ASTM International standards, listed below, as well as internal testing methods mentioned herein.

<i>Method</i>	<i>Measurement</i>	<i>Units</i>	<i>Min/Max</i>	<i>(Grade G) ASTM Value</i>	<i>Target Value</i>	<i>Results</i>
D5147 Section 6	Thickness	mils	Min	95	138	139
D5147 Section 7	Net Mass	lb/100 ft ²	Min	65	99.4	92
D5147 Section 8	Peak Load	lbf/in	Min	30	40	43
D5147 Section 8	Elongation	%	Min	2	4	5
D5147 Section 8	Ultimate Elongation	%	Min	3	45	46
D5147 Section 8	Tear Strength	lbf	Min	35	60	82
D5147 Section 12	LTF	°F	Max	0	-15	-20
D5147 Section 11	Dimensional Stability	%	Max	1	0.1	0
D5147 Section 16	Compound Stability	°F	Min	216	250	246
D5147 Section 15	Granule Embedment	g Max Avg Loss	< 2.0		1.5	0.4

Issued By: *Kevin Langford*

Quality Assurance Supervisor

     	Interdepartmental Department	SOP #	EU U WAD QU MQ 001
	QEHS Integrated Division/Function	Revision #	25
Page #	1 of 1	Implementation Date	4/15/2004
SOP Owner	Quality Manager	Last Reviewed/Update Date	02/03/2025
		Approval	Plant Manager

SOPREMA INTEGRATED POLICY MANUAL WADSWORTH PLANT

ISO 9001: 2015 / ISO 14001:2015 / ISO 45001:2018

1. PURPOSE:

The Policy Manual for Wadsworth Plant establishes and documents the integrated management system for SOPREMA USA, Inc. covering quality, environment, occupational health, and safety.

It also specifies continual improvement of its effectiveness in accordance with the requirements of most current versions of ISO 9001, ISO 14001 and ISO 45001 hereafter referred to as "The Standard."

2. SCOPE:

This management system covers the design, development, manufacturing, and associated logistics of bitumen membranes and re-sale of waterproofing products and associated products.

3. FIELD OF APPLICATION:

The integrated management system covers all activities performed as referenced in interactions of process map at the Wadsworth plant and ensures an effective application of the system for continual improvement and the prevention of nonconformity.

The object of the Manual is to describe, in a general way, the organizational rules and the management systems implemented by the Wadsworth plant to satisfy its customers, in accordance with the applicable laws and regulations. This document can be of internal and external use.

The manual allows personnel dealing with internal and/or external parties, to explain the management system that will be applied to satisfy their needs and their requirements.

To describe the integrated management system in place, it is necessary to report processes, procedures, and other internal documents. Those containing information sensitive to the company cannot be presented to persons external to the organization except for consulting purposes.

Note: Any incompatibility between the present Manual and other documents applicable or any contradiction noted inside this document must be immediately mentioned to the Wadsworth Quality Manager.

3.1 MANAGEMENT OF THE MANUAL

The Quality Manager primarily manages the review, revision, and distribution of the Policy Manual.

     	Interdepartmental Department	SOP #	EU U WAD QU MQ 001
	QEHS Integrated Division/Function	Revision #	25
		Implementation Date	4/15/2004
		Last Reviewed/Update Date	02/03/2025
Page #	2 of 1	Approval	Plant Manager
SOP Owner	Quality Manager		

The Plant management team reviews the Policy Manual at least once a year for effectiveness and continual improvement.

3.2 ABBREVIATIONS / DESCRIPTIONS:

GPAO/AS400: Computer-aided production control; Production Management Software used for product realization

Global Headquarters: Head office responsible for managing global operations

R&D: responsible for conducting design and development of new or existing products for North America plants

Industry Department: responsible for conducting studies and approvals relating to engineering process for the different plants

4. COMPANY BACKGROUND

The Wadsworth location of SOPREMA USA, Inc. is the sixth manufacturing plant, and first in the United States, to capitalize on U.S. market opportunities for SOPREMA Group. It was established in 1993, specializing in the manufacture of SBS Modified Bitumen roofing membranes primarily for commercial applications.

The current organizational chart info can be found via the Human Resources department, but on demand in the Absorb website, or in the corporate email address book in the Microsoft Office 365 applications.

4.1. SBS PRODUCTS


SBS Modified Bitumen roofing membranes comprise of unique formulations of asphalt and SBS (Styrene-butadiene-styrene) layered on different types of reinforcements to enhance or provide insulation and water-proofing capabilities. Different surfacing materials such as plastic film, sand, or granules are used on the product depending on the field of application and method of installation.

4.2. PMMA PRODUCTS

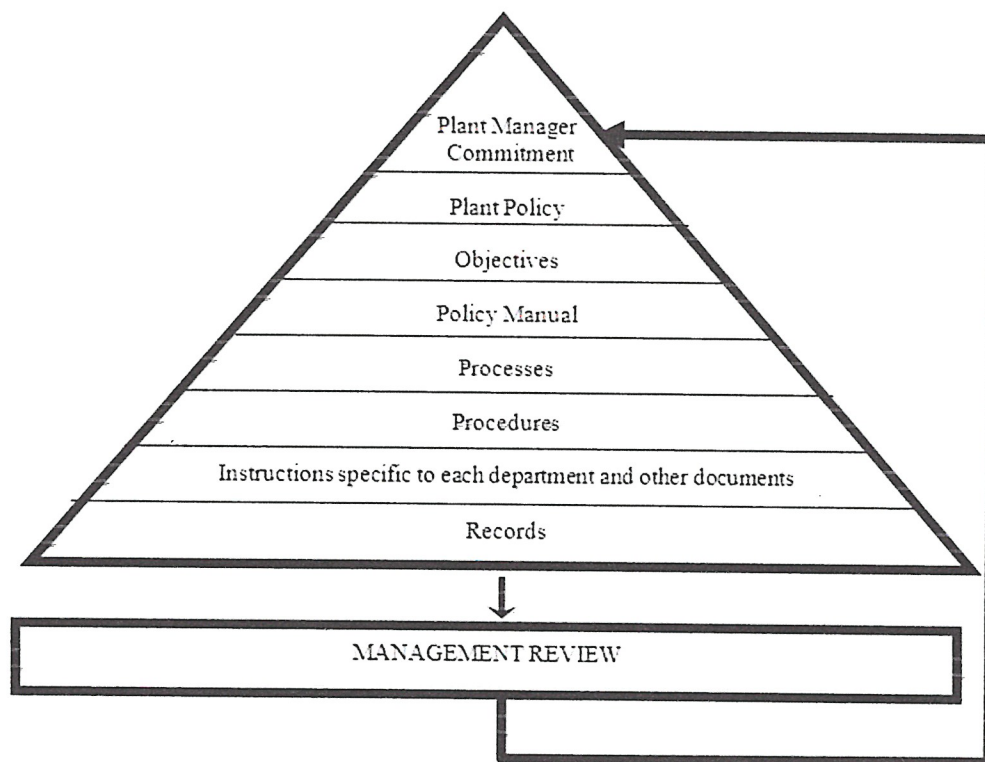
Composed of polymethyl methacrylate (PMMA) based resins that offer rapid set times and results in a resilient roof requiring minimal maintenance. Different pigments, aggregates, or additives can be used to achieve a variety of products with various field applications. These systems are two-part systems composed of the resin and a catalyst to create the rapid set reaction.

4.3. WATERPROOFING AND ASSOCIATED PRODUCTS

Water-proofing products and associated materials used for the installation of the roofing membranes are outsourced by the company and managed by SOPREMA, Inc.

		Interdepartmental Department	SOP #	EU U WAD QU MQ 001
		QEHS Integrated Division/Function	Revision #	25
Page #	3 of 1		Implementation Date	4/15/2004
SOP Owner	Quality Manager		Last Reviewed/Update Date	02/03/2025
			Approval	Plant Manager

5. GENERAL DOCUMENT AND RECORDS CONTROL



All documents and records are maintained to preserve legibility, identification, and retrievability.







Documents of external origin are identified and their distribution controlled.

When a copy of the Manual is requested by an outside agency, it will be stamped COPY, and is for reference only. No obligation exists to provide revisions to outside agencies.

Records are maintained to provide evidence of conformity to the requirements and of the effective operation of the management system.

Procedures are documented to establish the controls needed for identification, storage, protection, retrieval, retention, and disposition of records.

The department producing the record, or the designated party, will be responsible for proper and safe retention.

     	Interdepartmental Department	SOP #	EU U WAD QU MQ 001
	QEHS Integrated Division/Function	Revision #	25
		Implementation Date	4/15/2004
		Last Reviewed/Update Date	02/03/2025
Page #	4 of 1	Approval	Plant Manager
SOP Owner	Quality Manager		

6. OPERATIONAL CONTROL

SOPREMA USA, Inc. establishes and maintains appropriate operational controls to minimize impacts of its environmental aspects, as well, as minimize risks to the safety and occupational health of its employees.

Only approved vendors/subcontractors are allowed to perform work inside the plant that is, they should meet the minimum required safety and environmental training and obtain the necessary permits/licenses.

Only qualified personnel are allowed to operate machinery or perform specific critical tasks in the Plant: they should undergo the necessary training and awareness programs relative to the job function as well as safety and environmental requirements.

All operational controls must be followed and maintained. If an area is identified as needing control, SOPREMA USA Inc. encourages personnel to escalate that area to management's attention.

7. EMERGENCY PREPAREDNESS AND RESPONSE

SOPREMA USA, Inc. shall develop, implement, and maintain an Emergency Action Plan to address emergencies and accidents relating to the plant. These include:

- Fire
- Spills/Leaks
- Tornado, Severe winds
- Snow/Ice Storm
- Burglary/Gunman/Active Shooter
- Workplace Injuries

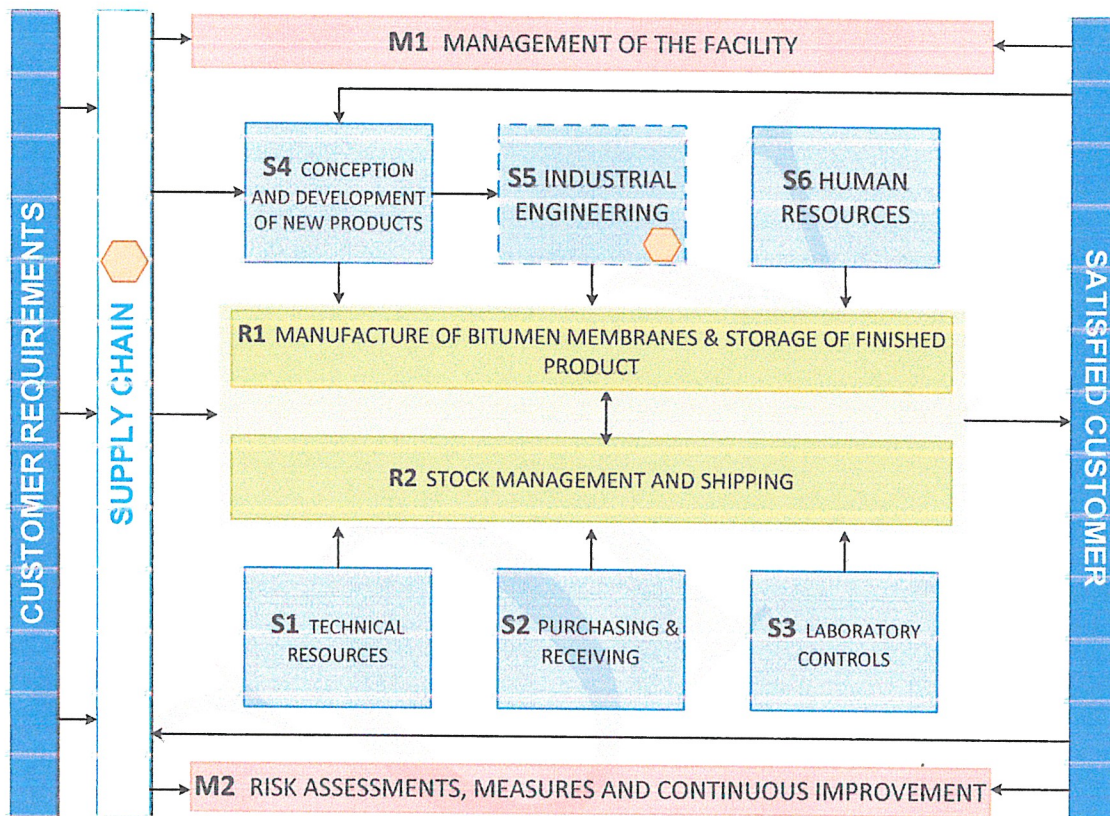
The company shall develop, implement, and maintain a Storm Water Pollution Prevention and Spill Control, Containment and Countermeasure Plan to address activities that have significant effects to the environment, especially navigable waters. These plans will be reviewed annually or as requirements change.

The company shall follow the requirements set forth by the Air Permit issued by the Environmental Protection Agency, especially in reporting major occurrences resulting to unacceptable air emissions.

All affected personnel shall be trained accordingly in the implementation and maintenance of these plans and the requirements of the applicable permits.

	Interdepartmental Department	SOP #	EU U WAD QU MQ 001
	QEHS Integrated Division/Function	Revision #	25
Page #	5 of 1	Implementation Date	4/15/2004
SOP Owner	Quality Manager	Last Reviewed/Update Date	02/03/2025
		Approval	Plant Manager

8. INTERACTION BETWEEN PROCESSES



Key:


R: Realization (Operation) Process

S: Support Process

M: Management Process

9. DESCRIPTION OF THE PROCESSES

Each process is defined by a flowchart and ID Card in the System documentation.

	Interdepartmental Department	SOP #	EU U WAD QU MQ 001
	QEHS Integrated Division/Function	Revision #	25
	Page #	Implementation Date	4/15/2004
	6 of 1	Last Reviewed/Update Date	02/03/2025
SOP Owner	Quality Manager	Approval	Plant Manager

10. INTEGRATED QUALITY, SAFETY, HEALTH, AND ENVIRONMENTAL POLICY

SOPREMA, INC (Wadsworth Plant) has established an integrated systems policy which is reviewed by management each year and is published in Quality Manager.

11. PLANNING

Objectives and targets are established yearly by the Plant Manager and communicated to each functional manager via meetings or periodic reports.

When establishing objectives and targets, consider the following:

- Applicable legal and other requirements
- Significant environmental aspects and impacts
- Safety risks and requirements
- Technological options
- Financial, operational, and business requirements
- Views of interested parties
- Risks and opportunities that need to be addressed

Action plans are developed, documented, and implemented at each function to fulfill the objectives set forth by the Plant Manager. Objectives will be measurable where possible and monitored at regular intervals either through audits, reporting, or meetings to determine areas of improvement.

12. RESPONSIBILITY, AUTHORITY AND COMMUNICATION


The Plant Manager oversees the plant management team, which is comprised of:

- Production Manager(s)
- Maintenance Manager
- Engineering Project Manager (does not direct report to Plant Manager)
- Quality Assurance Manager (does not direct report to Plant Manager)
- Buyer/Planner
- Shipping Manager
- National HS&E Manager (does not direct report to Plant Manager)

Refer to the organizational chart. Job duties and responsibilities are defined for each position in their respective Job Descriptions.

It is the responsibility of this team to address the whole of the plant's management problems: qualitative, human, technological, organizational, budgetary, etc.

In order to accomplish these responsibilities, it is the Team's duty to gather information, analyze it, and to propose and approve solutions. It also ensures the follow up of actions and the achievement of results.

	Interdepartmental Department	SOP #	EU U WAD QU MQ 001
	QEHS Integrated Division/Function	Revision #	25
Page #	7 of 1	Implementation Date	4/15/2004
SOP Owner	Quality Manager	Last Reviewed/Update Date	02/03/2025
		Approval	Plant Manager

Every team member must be committed to using their initiative, imagination, and enthusiasm to improve the overall quality of our processes and products and to reduce environmental impacts as much as possible.

12.1 MANAGEMENT REPRESENTATIVE

Top Management has appointed the Quality Assurance Manager, in collaboration with the National HS&E Manager, as Management Representative to manage and guide the team in the implementation of the System as defined by this Manual and The Standard. He/She has the authority, responsibility, and organizational freedom for:

- Ensuring that processes needed for the system are established, implemented, and maintained
- Reporting to senior management on the performance of the management system and any need for improvement
- Ensuring the promotion of awareness of customer, environmental, occupational health, and safety requirements throughout the organization
- Ensuring up-to-date list of applicable legal and other requirements with respect to environment and occupational health & safety
- Ensuring environmental aspects of the plant's activities, products, and services are identified and kept up to date. This is to include the needs of other interested parties.
- Ensuring hazards and risks of the plant's activities, products, and services are identified and kept up to date
- Ensuring the promotion of awareness of safety requirements throughout the organization

In addition, the Quality Manager will also act as the contact person for third-party inspections such as those required by UL, FM, or others.

The Quality Manager reports to management via commentaries on system status, audit reports, quality measures reports, and corrective action summaries.

The National HS&E Manager reports via evaluation of associated impact and legal or other requirements.

In the absence of the Quality Manager, the National HS&E Manager assumes the role.

12.1. CUSTOMER FOCUS

The plant's organization shall ensure that customer requirements are determined and met with the goal of enhancing customer satisfaction.

The customer's feedback is received via Customer Service and technical representatives.

Any relevant information for improving customer satisfaction is communicated to the plant through meetings or other modes of correspondence.

12.2. INTERNAL COMMUNICATION

	Interdepartmental Department	SOP #	EU U WAD QU MQ 001
	QEHS Integrated Division/Function	Revision #	25
Page #	8 of 1	Implementation Date	4/15/2004
SOP Owner	Quality Manager	Last Reviewed/Update Date	02/03/2025
		Approval	Plant Manager

Communication occurs throughout the organization via meetings, written or oral correspondences, training, and system documentations.

Each manager is responsible for informing his/her staff of relevant changes to the system that might affect his/her department.

12.3. EXTERNAL COMMUNICATION

All the communications with external parties (customers, governmental authorities, suppliers, neighbors, etc.) are directed according to the concerned system to the Management Representative or to the Plant Manager.

The documents available for external consultation are:

- The Policy
- Quality, Occupational Health & Safety and Environment Integrate Manual
- Environmental permits
- Storm-water Pollution Prevention and Spill Prevention, Countermeasure and Control Plans
- Technical data sheets and Safety Data Sheets
- Other documents upon the Plant Manager's approval

Any information requested by an external party is subjected to a verbal or written answer. The recordings of these communications are kept in our files.

13. MANAGEMENT REVIEW AND ASSESSMENT

Management reviews are completed once a year according to EU U WAD DR PR 003. The input and output requirements are defined within the referenced procedure. Additional management review throughout the year is conducted via meetings discussed in section 11: Planning.

14. RESOURCE MANAGEMENT

14.1. INFRASTRUCTURE AND WORK ENVIRONMENT

The needs for new infrastructure and changes necessary to the work environment are evaluated annually by the Plant Management. These include:

- Buildings, workspace, and associated utilities
- Process equipment (hardware and software)
- Support services (communication, transportation, etc.)
- Information systems

In addition to meeting the quality management requirements, Management shall consider the least risk to the health and safety of its employees and minimum or no hazard to the environment when evaluating the needed infrastructure or changes to the work environment.

	Interdepartmental Department	SOP #	EU U WAD QU MQ 001
	QEHS Integrated Division/Function	Revision #	25
Page #	9 of 1	Implementation Date	4/15/2004
SOP Owner	Quality Manager	Last Reviewed/Update Date	02/03/2025
		Approval	Plant Manager

The equipment used is recognized as successful in obtaining the required performances. Moreover, preventive maintenance of production equipment and the calibration of measuring devices shall be properly maintained.

14.2. HUMAN RESOURCES

All employees have job descriptions and training records, defining the requirements relative to their function. When hiring, the immediate supervisor of the new employee must adhere to these requirements and/or provide the necessary training. (Note: temporary employees have varying job descriptions, which are provided by his/her supervisor on an as needed basis)

The competencies of regular employees are evaluated yearly or as new skills requirements are added by their respective supervisors and performance is reviewed with the individual annually, from which areas of improvement as well as training needs can be identified.

Internal and external training sessions are scheduled and held to ensure that personnel performing specific tasks are qualified, as well as made aware of relevant changes in environmental or occupational health and safety regulations. Records are maintained on training sessions and subsequent employee evaluations in the HR department.

15. PRODUCT REALIZATION

15.1. PLANNING AND CONTRACT REVIEW

The customer's needs and requirements are recorded when an order is taken by the Customer Service / Sales Office. The review of these requirements allows Sales to:

- Make sure that the required product is corresponding to one of the existing products
- Make sure of the availability of the required product or
- Make a request for the fabrication of the required product

This review is conducted prior to the acceptance of the order. Any difference between the offer and the order must be resolved before the acceptance of the order.

Records will be maintained to document resolved differences and final contract terms.

15.2. DESIGN AND DEVELOPMENT

Design and development activities comply with the following requirements of The Standard.

15.3. NEW PRODUCTS OR MODIFICATIONS OF EXISTING PRODUCTS

Requests for manufacture of new products or modifications on existing products to include changes in raw materials is completed according to EU U WAD QU PR 009, and shall be reviewed by Plant management team prior to submission to R&D. Reviews shall include the following items but not limited to:

- product requirements (specifications)
- plant capability

	Interdepartmental Department	SOP #	EU U WAD QU MQ 001
	QEHS Integrated Division/Function	Revision #	25
Page #	10 of 1	Implementation Date	4/15/2004
SOP Owner	Quality Manager	Last Reviewed/Update Date	02/03/2025
		Approval	Plant Manager

- availability of raw materials and resources
- FM, UL, NEMO, and Miami Dade approvals
- Associated safety / environmental risks on plant operations
- Other interested parties
- Review of Published Literature (PDS and SDS)

The design and development stages (planning, verification) shall be managed primarily by the R&D Department. The plant is involved in the verification and validation processes through production trials. Production trials will be treated according to EU U WAD QU PR 009.

Any changes done at the plant regarding the design and development shall be reported to R&D for review, verification, and validation.

Upon approval of the new product or modification, R&D notifies the Plant of its availability in GPAO.

The Quality manager validates the changes by transferring the Bill of Materials to the Plant and reviews the stated product requirements.

Upon transferring, the product is treated in the same manner as regular products.

15.4. EQUIPMENT CHANGES OR MODIFICATIONS THAT CAN IMPACT PRODUCT QUALITY AND EHS ASPECTS

Requests for changes or modifications on equipment which will significantly affect product quality shall be submitted to Industrial Department. Any occupational health & safety risks or environmental impacts associated with the change shall also be considered during such modification.

The design and development stages (planning, verification) shall be managed by the Wadsworth R&D department. Validation conducted at the plant will be treated in the same manner as regular production schedules.

Any changes done at the plant regarding the design and development shall be reported to the R&D Department for review, verification and validation.

Upon approval of the change, the Plant shall plan and implement the changes accordingly.

16. PURCHASING

The purchases of raw materials and the packaging materials are done by the Buyer/Planner. In some cases, by the users are able to make these purchases, according to their level of responsibility; however, verification should still be done accordingly.

Note: Some materials may be sent to another supplier for further processing; however, these will have the same requirements as those listed herein.

16.1. PURCHASING AND RECEIVING

Details of this process are further explained in EU U WAD AC PC 001.

     	Interdepartmental Department	SOP #	EU U WAD QU MQ 001
	QEHS Integrated Division/Function	Revision #	25
Page #	11 of 1	Implementation Date	4/15/2004
SOP Owner	Quality Manager	Last Reviewed/Update Date	02/03/2025
		Approval	Plant Manager

Upon consideration of production and stock requirements, the Buyer/Planner orders the required materials through the GPAO. He/She checks the order for accuracy and verifies the purchase order through an order confirmation from the supplier.

Upon receipt of the materials, the Receiving personnel verify the order by matching the received items with the packing list. For any discrepancies, he/she shall report them immediately to the raw materials purchaser for resolution with the supplier.

The control plan upon receiving the materials is established by the Quality department and may include one of the following:

- Visual inspection
- Validation of the suppliers' certificates of analysis
- Measuring the characteristics of the purchased product as defined in the Quality Control Plan

All purchase requirements, as defined the purchase order and/or the Schedule of Conditions must be met by the supplier prior to acceptance of the order.

In the event of any material non-conformity, the Quality personnel may be asked to perform inspection and verification prior to reporting to the supplier.

16.2. EVALUATION OF SUPPLIERS

The list of approved suppliers and materials are listed in the GPAO.

Approval of suppliers for materials directly affecting product quality is done by the Global Headquarters. Terms of the contract between supplier and SOPREMA are defined in the Schedule of Conditions.

In some cases, especially for materials not directly affecting the product quality such as packaging materials, the Schedule of Conditions can be defined between SOPREMA U.S.A, Inc., and the supplier.

Suppliers are evaluated annually. Evaluation of Suppliers also applies to vendors and subcontractors.







Results of these evaluations can lead to the implementation of action plans to correct undesirable situations. Records will be maintained regarding said action plans.

17. PRODUCTION

17.1. PLANNING AND REALIZATION

Following the analysis of the orders and the levels of inventory, production is planned in GPAO by the Buyer/Planner.

Production equipment can only be operated in collaboration with a production schedule, which includes a manufacturing order number containing the code and description of the product, its packaging, and the quantity to produce.

     	Interdepartmental Department	SOP #	EU U WAD QU MQ 001
	QEHS Integrated Division/Function	Revision #	25
Page #	12 of 1	Implementation Date	4/15/2004
SOP Owner	Quality Manager	Last Reviewed/Update Date	02/03/2025
		Approval	Plant Manager

For each product in GPAO, the following data is going to be found:

- A plant bill of material (transferred by the Quality Manager)
- An operating mode/machine parameter (completed by the Production Manager)
- Production objectives (set by the Production Manager)
- Criteria for product conformity (established by R&D and verified by Quality Manager)

Production operations are mainly automated, but the production personnel can override computer-operating parameters to ensure product quality.

All personnel receive the appropriate training when hired or at the time of a job transfer regarding product, process, and quality criteria. Work instructions, training manuals or presentations and on-the-job training are utilized for training.

Subsequent to the completion of all inspections and analysis defined in the various inspection plans (raw materials, in-process, and finished product) and upon verification of conformity of the product, the quality department will release the finished product and make it available for shipment.

17.2. IDENTIFICATION AND TRACEABILITY

Miscellaneous identification modes are used according to the products. As a general rule, we find on each unit of packaging:

- The designation of the product
- The production site (address of the plant)
- The quantity per unit (in length, width, no. of rolls)

17.3. CUSTOMER'S PROPERTY

Unless specific instructions from the customer are given, the customer's property is controlled according to the same rules as are applied to SOPREMA's property.

Any problems related to the material supplied by a customer (lost, damaged, unsuitable for use) must be recorded and reported to the customer. Verifications by SOPREMA do not absolve the customer of the responsibility to provide acceptable material.

18. CONTROL OF MONITORING AND MEASURING DEVICES

18.1. GENERAL

To guarantee the ongoing control of all systems of measurement used in the laboratory as well as in production, a calibration program has been implemented. All measuring equipment is used in a manner consistent with the device's capability. Calibration data is made available to customers or their representatives upon request.

	Interdepartmental Department	SOP #	EU U WAD QU MQ 001
	QEHS Integrated Division/Function	Revision #	25
Page #	13 of 1	Implementation Date	4/15/2004
SOP Owner	Quality Manager	Last Reviewed/Update Date	02/03/2025
		Approval	Plant Manager

The Quality Manager and Maintenance Manager establishes the extensive list of the plant's inspection, test and measuring equipment that can affect product quality as well as their internal or external calibration frequency.

18.2. TYPES OF CALIBRATION

Two types of calibration exist:

18.2.1. External calibration

To link our internal calibrations to national standards of references, we use the services of external companies accredited by the National Institute of Standards and Testing Methods

These services can be performed on-site by a maintenance agreement or by sending internal calibration devices for verification outside the plant.

The reports or the certificates of calibration are subject to approval by the Quality Department. The Quality Manager also maintains calibration records for each measuring device and inspection, which includes calibration results and the resolution.

18.2.2. Internal Calibration

The equipment used for internal calibration is verified by the accredited third-party laboratories.

Generally speaking, any operation of calibration is subjected to an instruction, a record, an approval, and a corrective action if necessary or disposal.

19. LEGAL AND OTHER COMPLIANCE

To ensure compliance of plant activities with existing federal, state, or municipal rules and regulations, as well as other interested parties, each manager is responsible for acquiring updates affecting their operations.

Each manager shall review updates that will affect his/her operations and make or propose any necessary changes to top management.

For activities affecting either occupational health and safety, and the environment, the HSE representative shall receive updates on a periodic basis, at a minimum, annually either through publications or supporting agencies. He/she shall evaluate and provide the applicable updates to the management team. Necessary changes dictated by these rules or regulations shall be discussed and implemented in a timely manner. These legal requirements are reviewed internally, at a minimum, annually to ensure continued compliance.

20. MEASUREMENT, ANALYSIS, AND IMPROVEMENT

The activities of measurement, analysis and improvement include:

- Monitoring of customer satisfaction;
- Evaluating indicators;
- Conducting internal audits;

     	Interdepartmental Department	SOP #	EU U WAD QU MQ 001
	QEHS Integrated Division/Function	Revision #	25
Page #	14 of 1	Implementation Date	4/15/2004
SOP Owner	Quality Manager	Last Reviewed/Update Date	02/03/2025
		Approval	Plant Manager

- Monitoring and measurement of the product;
- Control of non-conforming product;
- Monitoring and measurement of the processes;
- Implementing corrective and preventive actions

Written procedures describe the activities related to the internal audits, control of the non-conforming product and corrective and preventive actions.

The Marketing Manager is responsible to conduct customer satisfaction surveys periodically. The objective of the customer survey is to evaluate overall satisfaction regarding the services provided by SOPREMA, which include commercial aspects (price, understanding customer's needs, etc.) and quality of service. At the plant level, customer satisfaction has been treated as customer focus.

21. MONITORING AND MEASUREMENT

21.1. INTERNAL INSPECTIONS

Monitoring and measurement of product are described in written procedures and processes and are carried out by laboratory and production staff. Monitoring and measurement of product includes controls on incoming materials, controls in production processes and tests and controls on finished products.

Where product is released for urgent production purposes, the product will be marked and usage recorded to allow tracking and recall if necessary.

21.2. THIRD PARTY INSPECTIONS

Third-party inspections are conducted on a regular basis. Depending on the organization, the frequency of inspections may vary. Current list is as follows:

<u>Organization</u>	<u>Inspection frequency</u>
Factory Mutual	Two times a year
Miami-Dade	Annually
UL	Quarterly
NEMO cert.	Annually
Ohio BWC	Annually
Environmental compliance audit	Every 3 years
Health and safety compliance audit	Every 3 years

The Quality Manager will be responsible for responding to any third-party inspection non-conformances and is also responsible for ensuring that the third-party quality assurance guidelines are met.

21.3. MONITORING AND MEASUREMENT OF PROCESSES

The monitoring of the processes is ensured through following up with chosen indicators, which are selected according to their ability to demonstrate the performance of a process. For each

     	Interdepartmental Department	SOP #	EU U WAD QU MQ 001
	QEHS Integrated Division/Function	Revision #	25
Page #	15 of 1	Implementation Date	4/15/2004
SOP Owner	Quality Manager	Last Reviewed/Update Date	02/03/2025
		Approval	Plant Manager

indicator, an objective is set. Review of efficiency and effectiveness of processes are conducted periodically during meetings or internal audits and action plans are developed by each functional manager to address any issues arising from said reviews.

Scheduling of internal audits is done by SOPREMA France. Internal inspections and/or audits conducted periodically, as well, are conducted to ensure processes are still efficient and effective. Action plans are developed by each functional manager to address any issues arising from said inspections or audits.

External audits, either announced or unannounced by other organizations or supporting agencies are performed as well to monitor and measure efficiency and effectiveness of the processes.

21.4. ENVIRONMENTAL, HEALTH & SAFETY MONITORING AND MEASUREMENT

Each operation that can have a significant environmental impact or associated risk to health & safety of the employees and the company's occupants is subject to monitoring and/or measurement. These measurements can be taken internally by staff, or externally by qualified subcontractors. A periodic evaluation of the conformity of these operations, in relation to the legal and other requirements, is done by the Environment and/or Safety Coordinators. Action plans are developed by corresponding functional managers to address any issues arising from said inspections or audits.

The follow-up of the performance is realized with indicators.

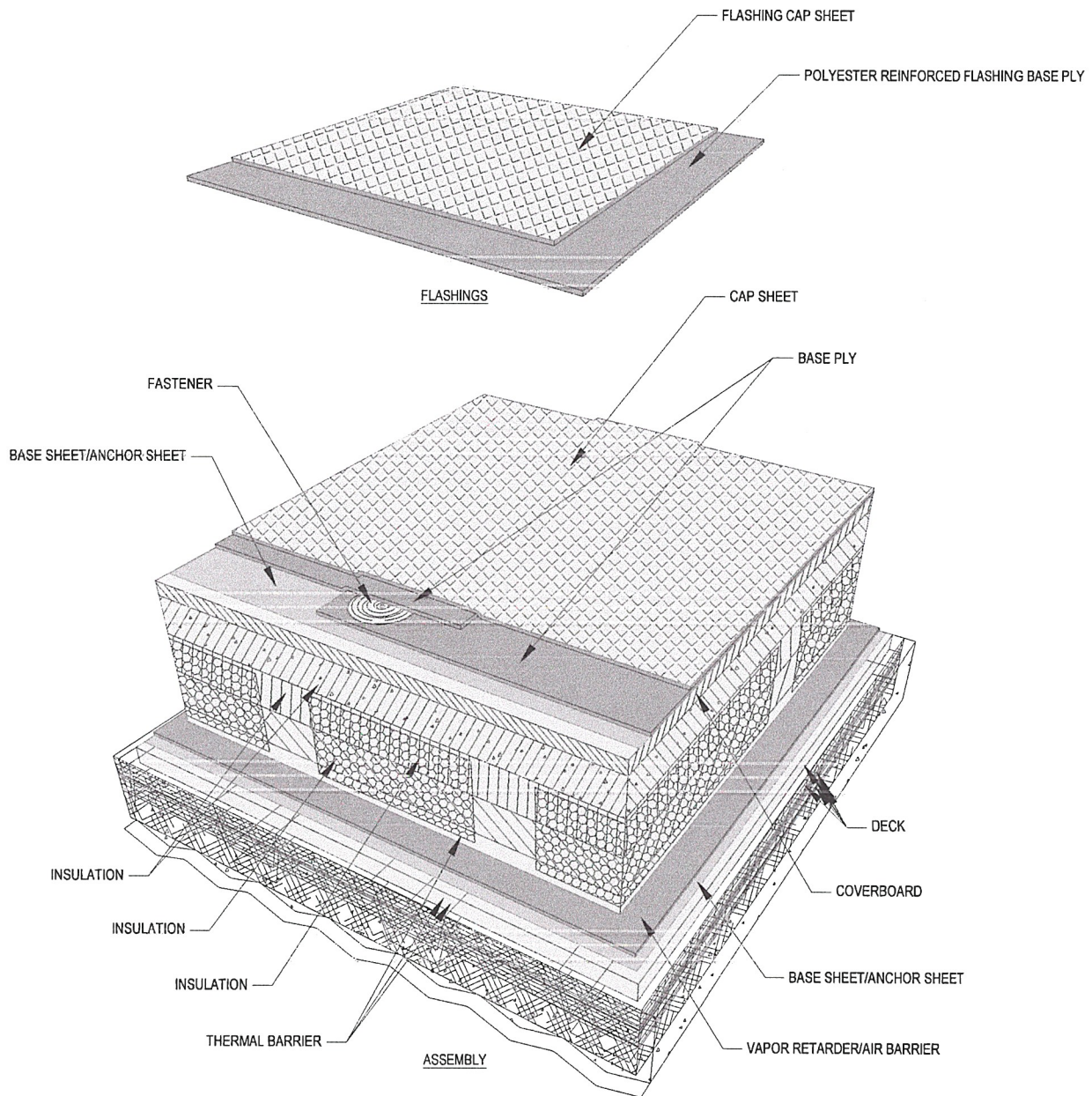
21.5. CONTROL OF NON-CONFORMANCES (PRODUCT/PROCESS)

Internal Non-Conformances (INCs) are controlled by the Quality Department and documented on the internal issues log.

External nonconformities (ENCs), whether arising from internal or external inspections and/or audits, are controlled and documented on internal software program.

21.6. IMPROVEMENT

SOPREMA USA, Inc. seeks to continually improve the effectiveness of its management system through the use of the policy, objectives, audit results, analysis of data, corrective and preventive actions and management review. Details of these procedures can be found in the Management Review (EU U WAD DR PR 003).



NOTES:

1. SOPREMA DETAIL DRAWINGS: REFER TO SOPREMA AND OTHER RELATED PUBLISHED DOCUMENTATION, PRODUCT DATA SHEETS (PDS) AND SAFETY DATA SHEETS (SDS) FOR ADDITIONAL INFORMATION. ALL DETAIL DRAWINGS AND RELATED INSTALLATION GUIDELINES ARE PROVIDED BY SOPREMA FOR THE SOLE PURPOSE OF ISSUING A SOPREMA WARRANTY. ACCORDINGLY, THE DETAIL DRAWINGS ARE NOT OFFERED, AND SHOULD NOT BE CONSIDERED, AS A SUBSTITUTE FOR PROFESSIONAL DESIGN SERVICES.
2. HOT WORK: THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING APPROPRIATE CONDITIONS TO UTILIZE HEAT-WELDING EQUIPMENT. REFER TO THE NRCA CERTA RECOMMENDATIONS, LOCAL CODES AND BUILDING OWNER'S REQUIREMENTS FOR HOT WORK OPERATIONS.
3. PRIMER: WHERE NOT SHOWN OR INDICATED ON DETAIL DRAWINGS, REFER TO MATERIAL PRODUCT DATA SHEETS FOR PRIMER APPLICATION REQUIREMENTS.



US CORPORATE ADDRESS
310 QUADRAL DRIVE
WADSWORTH, OHIO 44281
www.soprema.us
Tel: 330.334.0066

PROJECT:

TITLE:

**2 PLY SBS MEMBRANE,
INSULATED,
ROOF ASSEMBLY**

DRAWN BY: SOPREMA TECHNICAL SUPPORT, GGALLOWAY

NO.:

REVISION:

DATE:

DATE: 05/03/2022

SCALE: NTS

DRAWING NUMBER:

US.RM2SBS.01.01

USAGE OF THIS DETAIL IS GOVERNED BY THE TERMS OF SERVICE FOR SOPREMA DETAILS.
PLEASE CONSULT THESE TERMS OF SERVICE PRIOR TO UTILIZING THIS DRAWING.

Attachment 101
Additional Terms, Conditions, and Limitations

1. This system warranty ("Warranty") is made by SOPREMA, Inc., an Ohio corporation.
2. The products covered by this system warranty (this "Warranty") are all the products (referred to as the "roofing") produced or sold by SOPREMA or any of its affiliates and pre-approved through warranty registration.
3. The Contractor was not hired by SOPREMA and thus is not an agent of SOPREMA. Any future work impacting the roofing must be performed by a contractor authorized to install and service SOPREMA roofing, selected and hired by or on behalf of Owner. Contact SOPREMA if you would like to receive names of authorized contractors.
4. The design and installation of the roof assembly must be in accordance with applicable instructions, details, specifications, engineering, approvals, codes, laws, regulations, and good roofing practices. All services by SOPREMA related to design, engineering, construction, review of project documents or conditions, and site visits were for the benefit of SOPREMA in connection with its decision to deliver this warranty, were limited in scope, were provided as a courtesy, and do not expand SOPREMA's obligations under the terms of this Warranty, including situations when issues were or should have been known by SOPREMA. These services were not offered, and should not be considered, as a substitute for fulltime quality assurance, project management, or professional design services.
5. Owner is responsible for ensuring that the roofing is maintained in accordance with SOPREMA's Care and Maintenance Guide (see Form 901), as well as good maintenance practices, and for promptly notifying SOPREMA of any change in usage, conditions, or occupancy adversely affecting the roofing.
6. When requested, SOPREMA and its representatives will be provided prompt, free, safe, and ready rooftop access, and will comply with Owner's safety and security protocols. Access will be provided during regular business hours, and, if requested, other times.
7. This Warranty covers the roofing when it is included in a properly designed and installed roof assembly and the roofing develops a leak as a result of the Contractor's workmanship or a manufacturing defect in the roofing. The Warranty will provide Owner with a remedy when Owner follows the Warranty Claim Procedure (see Form 900) and the merits of the claim have been reviewed and confirmed. References by SOPREMA to a "valid" or "validated" claim means that the merits of the claim have been reviewed and confirmed.
8. The Warranty also covers leaks in the roofing caused by wind with a speed less than 74 m.p.h. The wind speed aspect of the Warranty excludes damage where the cause includes any of the following:
 - a. Primary or secondary structural components.
 - b. Wood nailers or blocking and edge system components.
 - c. Deck and deck fastening.
 - d. Building envelope components, including walls, doors, windows, and roof openings allowing air infiltration.
 - e. Substrates that are deteriorated, rusted, rotted, deformed, weakened, crushed, compressed, or otherwise failed.
 - f. Damage from a prior wind event with wind speeds equal to or greater than 74 m.p.h.
 - g. Rooftop structures and/or equipment connected to, or supported by, the roofing.
 - h. Windborne debris.
 - i. Neglect or physical abuse.
9. Following are some examples of conditions and types of damage that are outside the scope of this Warranty:
 - a. The effects of lightning, fire, flood, thermal shock, explosion, hail, seismic event, hurricane, or tornado.
 - b. Improper use, order, sequencing, storage, or handling of materials.
 - c. Installing an improper product.
 - d. The lack of positive slope or inadequate drainage, unless water is retained by design for no longer than 48 hours after the end of a precipitation event.
 - e. Inaccessible leaks concealed below rooftop equipment, overburden, or other obstructions.
 - f. Application of the roofing to an unsuitable or inadequately prepared substrate, or subsequent substrate deficiency.
 - g. Failure of roofing substrates or attachments.
 - h. A deficient pre-existing condition.
 - i. Any sources of water entry, other than through the roofing supplied by SOPREMA.
 - j. Building, component, or substrate movement, settlement, deflection, vibration, or displacement.
 - k. The accumulation of moisture from condensation within or below the roofing.
 - l. The effect(s) of extreme, unnatural exposures, for example;
 - i. highly reflective surfaces, such as windows, walls, or both;
 - ii. hot air, steam, or heated materials discharged from equipment or exhaust systems; or

- iii. extreme internal building conditions affecting temperature, humidity, or both, such as industrial furnaces, ovens, freezers, cold storage, or other refrigerated occupancies.
 - m. Plants, animals, insects, or other living organisms.
 - n. Incompatible materials or substances.
 - o. Vandalism, misuse, abuse, excessive traffic, or rooftop loads.
 - p. Falling, flying, dropped, discharged, or blown objects.
 - q. Change in type of building or rooftop usage, conditions, or occupancy that adversely affects the roofing.
 - r. Unauthorized or improper repairs or modifications that adversely affects the roofing.
10. Repairs, including emergency repairs, to stop a leak may be made at Owner expense and will not void this Warranty. It is Owner's responsibility to pay the cost of remediating any improper roofing repairs. Promptly after making repairs, Owner is responsible for following the Warranty Claim Procedure (see Form 900).
 11. Either party's failure to exercise or enforce any of its rights under this Warranty is not a waiver and does not preclude it from exercising the same or any other right in the future. Owner's failure to comply with any of the provisions of this Warranty applicable to it relieves SOPREMA of its obligations to service any damage or condition that could have been avoided or mitigated had Owner complied with its obligations.
 12. 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. Disputes between the parties will not be litigated, and will be resolved according to the process set forth in Form 902 – Dispute Resolution Provisions.
 13. 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.
 14. This Warranty (including the documents incorporated by reference) sets forth the entire agreement between SOPREMA and Owner with respect to the roofing. SOPREMA disclaims, and Owner waives, any prior affirmation of fact or promise, whether written or oral, not expressly stated in this Warranty. The terms of this Warranty may not be altered, modified, or supplemented, except in a document that is created and signed by a corporate officer of SOPREMA.
 15. The damages excluded by the terms of this Warranty include the following, even if SOPREMA 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.
 - c. Injury to or illness or death of people, including injury, illness or death proximately caused by a failure to adequately service and maintain the roofing, adjacent systems, or overburden.
 - d. Animals, or other 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 roofing assembly
 - f. Damage to or destruction of property, including the building or any of its contents.
 16. This Warranty may be transferred to a subsequent building owner upon compliance with the following requirements: (a) no later than 6 months after ownership changes, a transfer request is made in writing to SOPREMA's Warranty Department, (b) at the time the request is made, SOPREMA is paid its then current transfer fee, and (c) Owner completes any repairs to the roof assembly or other building components necessary to preserve the watertight integrity of the roofing for the remaining term of this Warranty.
 17. The Warranty becomes binding on SOPREMA once all fees and expenses associated with the project have been paid in full.

For Questions Contact: SOPREMA, Inc.
Warranty Department
310 Quadral Drive
Wadsworth, OH 44281-9571
Phone: (330) 334-0066
www.soprema.us

Form 900
Warranty Claim Procedure

Warranty claims must be submitted within 30 days after a leak or other related issue is discovered, unless a different notice period is expressed in a rider. Time is of the essence. Claims must be submitted to SOPREMA's Warranty Department. Contact information is provided below.

SOPREMA will initiate the claim process when all of the following items have been received:

1. Completed Warranty Claim Form (see link below).
2. Photos or other documentation of the conditions you believe give rise to the claim.
3. A copy of your Care and Maintenance log.
4. Your Warranty Number.

Warranty Claim Form Link: https://www.sopraconnect.com/Warranty/Warranty_ClaimRequest.aspx

For wind-related claims, the following additional items must be submitted: (1) a signed and sealed report by a licensed professional engineer documenting findings that identify and support the cause(s) and extent of the damage resulting in the leak, and (2) wind speed data from a rooftop anemometer or other wind speed data collection point for the period of time from the effective date of the Warranty to the date of the claim (or, if such data was submitted in connection with a prior claim, from the end date of the prior data to the date of the new claim).

For hail-related claims, a signed and sealed report by a licensed professional engineer documenting findings that identify and support the cause(s) and extent of the damage resulting in the leak must also be submitted.

Upon receipt of a properly documented warranty claim, SOPREMA will determine if a site visit is desired. If so, you will be contacted in order to coordinate arrangements. You must provide SOPREMA and its representatives with prompt, free, safe, and ready access to roofing or waterproofing surfaces that are free of snow, ice, and any other obstructions. You agree to provide access during normal business hours or, if requested, other times. SOPREMA agrees to follow any safety and security protocols you have in place for visitors.

When SOPREMA confirms the merits of the claim, SOPREMA will provide the remedy set forth in the warranty. SOPREMA may require that you perform certain work before warranty repairs commence.

In making warranty repairs, SOPREMA will attempt to closely match materials and colors, as inventories allow. Authorized warranty repairs will become subject to the warranty, but do not extend its term. Conditions may vary, thus the scope, manner, and timetable of repairs may vary as well.

If SOPREMA determines that a claim does not have merit, you will be promptly notified and provided with an explanation. Any suggestions or other assistance provided by SOPREMA is provided as a courtesy, in an effort to be helpful. SOPREMA makes no warranty, express or implied, as to the accuracy or completeness or the results to be obtained from its suggestions or other assistance.

It is your responsibility to remedy any condition not covered by the terms of the warranty when that condition is adversely affecting the roofing or waterproofing. The warranty will not be voided if you do not address such a condition or conditions, but the merits of any future claim could be affected.

For additional information contact:

SOPREMA, Inc.
Warranty Department
310 Quadral Drive
Wadsworth, OH 44281-9571
Phone: (330) 334-0066
Email: warrantyclaims@soprema.us

Form 901
Care and Maintenance Guide

A routine Care and Maintenance program is fundamental to the long-term performance of your roofing and waterproofing products. As the Owner, you are responsible for ensuring that at least two documented Care and Maintenance inspections are conducted and recorded each year. The objective is to find, record, and correct any observable conditions that may have an adverse effect on the roofing or waterproofing. Failure to adequately care for and maintain your roofing or waterproofing will not void the warranty, but could affect any future warranty claims.

When to conduct Care and Maintenance Inspections

- In the spring and fall.
- After all severe exposures, such as high winds, excessive snow, ice, rain, hail, seismic events, or flooding. If significant damage is found, it is prudent for you to retain the services of a roofing or waterproofing professional and to notify your insurance carrier.
- After the roofing or waterproofing is accessed for purposes of an inspection, cleaning, maintenance, or other purpose (such as equipment maintenance, window cleaning, or adjacent building work).

Recommended Procedures and Proper Recordation of Care and Maintenance Actions

A sample form of Care and Maintenance Log appears below. Regardless of the means you use to record Care and Maintenance actions, the following information should be documented:

- Date of Inspection.
- Time the Inspection Began.
- Time the Inspection Ended.
- Ambient Air Temperature.
- Weather Conditions.
 - For example, sunny, partly cloudy, mostly cloudy, raining, or snowing.
- Inspector's Name.
- Actions and Documentation.
 - Inspections may be performed by your personnel who are trained or otherwise experienced in the best practices for safely conducting routine Care and Maintenance services related to roofing and waterproofing assemblies.
 - If you do not have personnel who are trained or otherwise experienced in the best practices for safely conducting routine Care and Maintenance services related to roofing and waterproofing assemblies, SOPREMA encourages you to retain the services of a professional contractor or consultant to do that for you.
 - Observe all accessible portions of the roofing or waterproofing, including transitions, terminations, and penetrations.
 - Search for evidence of physical damage, displacement, open membrane laps, accumulation of sediments or debris, or other conditions that may have an adverse effect on the roofing or waterproofing.
 - Describe and photograph representative conditions that have had or may have an adverse effect on the roofing or waterproofing.
 - Describe and photograph any conditions that may have an adverse effect on the roofing or waterproofing, for example:
 - adjacent walls;
 - sealants;
 - coatings;
 - equipment;
 - sheet metal flashings;
 - pipes;
 - pitch pans;
 - drains;
 - scuppers;
 - pavers;
 - garden roof components; and
 - any unusual exposures or conditions.
 - Describe and photograph any roofing or waterproofing repairs or modifications, including date of the work and the individual or company who completed the work. All roofing and waterproofing repairs and modifications must be performed by an authorized contractor retained by you.
 - Describe and photograph conditions during and after equipment maintenance and adjacent building work.

- Describe and photograph any areas where the roofing or waterproofing is leaking, and then report the leaks using the procedure described in Form 900 – Warranty Claim Procedure.

Limit Access

For areas of the roofing or waterproofing not designated for traffic, we recommend you limit access to authorized personnel only and require all individuals to register or sign in. It is good practice to post a sign at all access points that includes the following statement: "STOP. ACCESS RESTRICTED TO AUTHORIZED PERSONNEL ONLY." At your request, SOPREMA will provide you with signs.

Addressing Deficiencies

It is your responsibility to promptly correct all deficiencies observed during Care and Maintenance inspections, other than repairs that SOPREMA is obligated to make pursuant to a valid claim. SOPREMA may require that you perform certain work in advance of its warranty repairs. This will occur when that initial work is necessary to ensure that the warranty repairs will be effective. As stated in the warranty, any future work impacting the roofing or waterproofing products must be performed by a contractor retained by you who is authorized to install and service SOPREMA roofing or waterproofing.

Cleaning the Roofing or Waterproofing

The roofing or waterproofing must be kept free of debris. Low-pressure tap water dispensed from a garden hose and/or soft bristle brooms may be used to remove dirt and debris from surfaces. Where permissible, mild detergents may be used to clean surfaces, then use clean water to remove the detergent. Prevent dirt, debris, and other inappropriate materials from entering storm drainage systems. Tools that may damage the roofing or waterproofing products, such as metal shovels and rakes, should NOT be used. High-pressure water should NOT be used, unless expressly authorized in writing by SOPREMA. Owner / contractor are responsible to verify that all cleaning operations meet required regulatory environmental requirements. Contact SOPREMA prior to cleaning roofing or waterproofing products with foil surfaces.

Documenting Warranty Claims

Refer to Form 900 – Warranty Claim Procedure, included with your SOPREMA warranty. All claims must include a copy of your Care and Maintenance Log.

Additional Resources

For further information and guidance, you may wish to review the Manual of Roof Maintenance and Repair jointly published by the National Roofing Contractors Association and the Asphalt Roofing Manufacturers Association, or other applicable industry publications.

See the next page for a sample Care and Maintenance log.

Care and Maintenance Log
(Sample)

Instructions:

The following activities are **required** to be completed and documented **two (2) times per year** as a record of care and maintenance:

Date of Inspection:

Beginning Time:

Ending Time:

Ambient Air Temperature:

Weather Conditions:

Inspected by (Name):

Leaks Observed:

Product Issues Observed:

Adjacent Issues Observed:

Other information observed or noted that have had or may have an adverse effect on the roofing or waterproofing products:

Inspected by (Signature): _____

Form 902
Dispute Resolution Procedure

Purpose

The procedure set forth in this document establishes a fair and cost-effective plan for resolving any disagreements arising out of or relating to the above-referenced SOPREMA warranty (the "**Warranty**"). It starts with good faith negotiations, allows either party to progress to mediation, and then, if necessary, ends with binding arbitration.

THE PARTIES AGREE THAT THE PROCEDURE SET FORTH IN THIS DOCUMENT IS THE EXCLUSIVE METHOD FOR RESOLVING A "DISPUTE".

What is a Dispute?

For purposes of this document, the term "**Dispute**" means an unresolved or disputed claim or controversy related to the Warranty, including any controversy concerning breach, enforcement, interpretation, or validity of the Warranty, or the merits of any Warranty claim.

How Is the Existence of a Dispute Established and When Does it Arise?

Owner establishes the existence of a Dispute by doing the following:

- Submit a properly documented Warranty claim (see the Warranty Claim Procedure for guidance), and then:
- After SOPREMA has delivered a Warranty Claim Closure Letter, do one of the following:
 - Provide SOPREMA with a written explanation of why the conclusions communicated by SOPREMA in a Warranty Claim Closure Letter are incorrect; or
 - Provide SOPREMA with a written explanation of why SOPREMA did not fulfill or is not fulfilling the commitments it made in the Warranty or the Warranty Claim Closure Letter.

The Dispute arises on the date of the SOPREMA Warranty Claim Closure Letter.

IT IS IMPORTANT THAT YOU TAKE NOTE OF THE DATE OF THE WARRANTY CLAIM CLOSURE LETTER BECAUSE AN ARBITRATION PROCEEDING, ASSUMING YOU WISH TO COMMENCE ONE, MUST BE COMMENCED BEFORE THE ONE YEAR ANNIVERSARY OF THIS DATE.

Once SOPREMA determines that a Warranty claim does not have merit, submitting a subsequent Warranty claim related to the same or a similar condition does not establish a new Dispute.

Negotiations

Once a Dispute is established, the parties will attempt to negotiate a resolution. The time they dedicate to this effort may vary depending on the circumstances. Each party agrees to designate a knowledgeable person to be its primary point of contact, and to negotiate in good faith.

If either party becomes dissatisfied with the progress of the negotiations, the next step to Dispute resolution will be mediation. The party electing to mediate must promptly provide the other party with written notice of its decision.

Mediation

Once a party elects to start the mediation process, the parties will cooperate with one another in selecting a mediation service, and will cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings.

The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between them.

A week or more before the date of the mediation, the parties agree to exchange mediation statements, which they will share with the mediator.

The parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration, or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Arbitration as a Final Resort

If either party refuses to fully participate in the mediation, or if the mediation ends in an impasse, either party may commence a binding arbitration proceeding, provided the arbitration is commenced before the one year anniversary of the date of the applicable Warranty Claim Closure Letter. Time is of the essence.

The arbitration will be administered by JAMS (or another alternative dispute resolution service agreed to by the parties). Assuming JAMS is used, the arbitration will be administered pursuant to its Streamlined Arbitration Rules & Procedures (the "**Rules**").

All aspects of the arbitration will be treated as confidential.

The arbitration will be conducted in Cleveland, Ohio, or at any other location mutually agreed to by the parties, before a neutral arbitrator who is acceptable to the parties, or, if they are unable to agree upon an arbitrator within 30 days after the arbitration process is initiated, a neutral arbitrator will be selected by JAMS. The arbitrator should be someone with knowledge of building enclosure materials performance and design requirements.

Any issue concerning the extent to which any Dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, is governed by the Federal Arbitration Act and will be resolved by the arbitrator. No potential arbitrator will be appointed unless he or she has agreed in writing to abide and be bound by these procedures.

The arbitrator will have no power to award non-monetary or equitable relief of any sort. The arbitrator will have no power to award (a) damages inconsistent with any applicable agreement between the parties, or (b) punitive or any other damages not measured by the prevailing party's actual damages; and the parties expressly waive their right to obtain such damages in arbitration or in any other forum.

In no event, even if any other portion of these provisions is held to be invalid or unenforceable, does the arbitrator have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

It is the intent of the Parties that a full and fair exchange of information be made in advance of any arbitration proceeding, so that the Parties have adequate opportunity to prepare their position(s) for the arbitration. To that end, the arbitrator has the discretion to order a pre-hearing exchange of information by the Parties, including, without limitation, production of documents, exchange of summaries of testimony of proposed witnesses, and/or examinations by deposition of Parties.

The arbitrator will decide all discovery disputes.

The final decision of the arbitrator must be in writing and presented in separate findings of fact and conclusions of law. The decision of the arbitrator is final and binding upon the parties.

An order confirming the award or judgment upon the award may be entered in any court having competent jurisdiction.

Any monetary award will bear interest at the legal rate of interest in the state where the arbitration is conducted, from the date of the award, or any later due date, until paid in full.