



WARRANTY CERTIFICATE

Warranty No : []
Customer : []
Project Name : []
Project Address : []
Square meter : []
Contractor : []
Product Code : []
Warranty Start Day : []
Warranty Period : 10 Years

For the warranty period indicated above, Multiplan Yalıtım Sistemleri San. Tic. A.Ş. ("Multiplan"), an Kocaeli based company, warrants to the Building Owner ("Owner") above that Multiplan will, subject to the Terms, Conditions and Limitations, set forth below, provide replacement membrane materials sufficient to replace any area of Multiplan Waterproofing Membranes ("Membrane") which leaks as a result of ordinary exposure to the elements or any manufacturing defect in the Membrane. Multiplan'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

- The Membrane is limited to mean the Multiplan brand Membrane when installed in accordance with Multiplan Technical Specifications.
- In the event any leak should occur in the Membrane: (a) The Owner must give written notice to Multiplan within seven (7) days of any occurrence of a leak. By so notifying Multiplan, the Owner authorizes Multiplan or its designee to investigate the cause of the leak. (b) If upon investigation Multiplan 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 Multiplan's liability shall be limited to the supply of replacement membrane material sufficient to replace the affected area of membrane at his factory; (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 Warranty ("Warranty") null and void. If the cause of the leak is determined by Multiplan to be outside the scope of this Warranty, Multiplan 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 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 Warranty null and void. (d) Any dispute, controversy or claim between the Owner and Multiplan concerning this Warranty shall be settled by mediation. In the event that the Owner and Multiplan do not resolve the dispute, controversy or claim in mediation, the Owner and Multiplan agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Kocaeli Gebze. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
- Multiplan shall have no obligation under this Warranty unless and until Multiplan 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.
- Multiplan 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, 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 Warranty titled "Technical Installation procedure and 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 Multiplan; (h) The architecture, engineering, construction or design of the roof, roofing system, or building. Multiplan 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.
- This Warranty shall be transferable subject to Multiplan inspection, written approval, and payment of the current transfer fee.
- During the term of this Warranty, Multiplan, its designated representative or employees shall have free access to the application area regular business hours. In the event that access is limited due to security or other restrictions, Owner shall reimburse Multiplan 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, superstrata 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 Multiplan shall render this Limited Warranty null and void.
- Multiplan'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 Warranty.
- This Warranty shall be governed and construed in accordance with the laws of the Republic of Turkey without regard to conflict of laws.
- This Warranty does not cover flashings, seams, adhesives, sealants, coatings or workmanship.

[MULTIPLAN DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED. MULTIPLAN 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 MULTIPLAN. THIS 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 WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST MULTIPLAN, AND MULTIPLAN 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 WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF MULTIPLAN. NO OTHER PERSON HAS ANY AUTHORITY TO BIND MULTIPLAN WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.]

MULTIPLAN YALITIM SİSTEMLERİ SAN. TİC. A.Ş.

Authority : M. Nazım YAVUZ
Title : Member of Board