

CARLISLE DRYLIGHT™ WARRANTY

SERIAL NO.

REP

DATE OF ISSUE:

BUILDING OWNER:
NAME OF BUILDING:
BUILDING ADDRESS:
DATE OF INSTALLATION:

SAMPLE

Carlisle Roofing Systems, Inc. ("Carlisle") warrants to the Building Owner ("Owner") of the above described building that; subject to the terms, conditions, and limitations contained in this warranty:

- (A) Carlisle will repair any leaks in the Drylight brand skylight(s) ("Drylight"), glazing or factory fabricated curb for a period of () years from the date of installation.
- (B) Carlisle will, in its sole discretion, repair or replace any acrylic on the Drylight which cracks, within one (1) year of the date of installation; and
- (C) The Drylight will be free from manufacturing defects at the time of its delivery to the project site. If the Drylight evidences manufacturing defects, Carlisle's liability and the Owner's remedies are limited, at the option of Carlisle, to repair or replacement of the defective Drylight at the F.O.B. point in the original contract of sale.

TERMS, CONDITIONS, AND LIMITATIONS

1. Owner shall provide Carlisle with written notice within thirty (30) days of the discovery of any claim under this warranty. Owner should send written notice of the claim to Carlisle's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Carlisle, the Owner authorizes Carlisle or its designee to investigate the claim. Should the investigation reveal the claim to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
2. If, upon inspection, Carlisle determines that the leak is caused by a defect in the Carlisle Drylight, or workmanship of the Carlisle Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the Drylight.
3. This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
 - (a) The Carlisle Drylight is damaged by natural disasters, including, but not limited to, lightning, fire, insect infestations, earthquake, tornado, hail, hurricanes, and winds of peak gust speeds of () mph or higher measured at 10 meters above ground; or
 - (b) The Carlisle Drylight is damaged by any intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience, or the like.
 - (c) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non-Carlisle brand metal work, etc., occurs and causes a leak in, or otherwise damages the Carlisle Drylight; or
 - (d) Acids, oils, harmful chemicals and the like come in contact with the Carlisle Drylight and cause a leak, or otherwise damage the Carlisle Drylight.
 - (e) The Drylight has been damaged by airborne debris.
4. This Warranty shall be null and void if any of the following shall occur:
 - (a) If, after installation of the Carlisle Drylight by a Carlisle Authorized Roofing Applicator there are any alterations or repairs made to the Drylight without first obtaining written authorization from Carlisle; or
 - (b) Failure by the Owner to use reasonable care in maintaining the Drylight
5. During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours.
6. Carlisle shall have no obligation under this Warranty while any bills for installation, supplies, service, and warranty charges have not been paid in full to the Carlisle Authorized Roofing Applicator, Carlisle, or material suppliers.
7. Carlisle's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
8. Carlisle shall not be responsible for the cleanliness or discoloration of the Carlisle Drylight caused by environmental conditions including, but not limited to, dirt, pollutants, or biological agents.
9. Carlisle shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, direct consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.
10. This warranty is not assignable by operation of law or otherwise. Application may be made by a new building owner for re-issuance of the warranty during the original warranty period. Certain procedures including, but not limited to, an inspection of the Drylight by a Carlisle representative and fees will apply to any re-issuance. Carlisle reserves the right, in its sole discretion, to refuse to reissue this warranty.

CARLISLE DOES NOT WARRANT PRODUCTS WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CARLISLE.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE DRYLIGHT OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. CARLISLE SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

Investing in Roofing Solutions for Over 45 Years

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