

CARLISLE
MEMBRANE MATERIAL WARRANTY

DATE OF ISSUE:

SAMPLE

Subject to the following terms and conditions, Carlisle Roofing Systems, Inc., (CARLISLE) warrants to the Buyer that the membrane material (MEMBRANE) sold to the Buyer will be free from manufacturing defects at the time of its delivery to the job site.

If upon inspection by Carlisle, the membrane evidences manufacturing defects, Carlisle's liability and Buyer's remedies are limited, at Carlisle's option, to the repair or replacement of the defective membrane at the F.O.B. point in the original contract of sale.

Carlisle further warrants that the Membrane material will not prematurely deteriorate to the point of failure because of weathering for a period of () years from the date of sale if properly installed, maintained and used for the purpose for which Carlisle intended.

Buyer shall give Carlisle notice of a claim under this warranty within thirty (30) days of discovering the premature deterioration of the Membrane.

If upon inspection by Carlisle, the Membrane shows premature deterioration because of weathering within the () year period stated herein, Carlisle's liability and Buyer's remedies are limited at Carlisle's option to the providing of repair material for the original Membrane or credit to be applied towards the purchase of a new Membrane, the value of these remedies being determined by Carlisle based upon the number of remaining months of the unexpired warranty used to pro-rate at the current prices for the Membrane. The maximum pro-rated value allowed by Carlisle for repair or credit shall not exceed the original Membrane purchase price.

This warranty refers to the membrane material only. Flashings, adhesives and other accessories contained in a membrane system are not covered by this warranty.

Carlisle shall not be responsible for the cleanliness or discoloration of the membrane material caused by environmental conditions including, but not limited to, dirt, pollutants or biological agents.

NO REPRESENTATIVE OF CARLISLE HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. CARLISLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.