MEMBRANE MATERIAL WARRANTY



DATE OF ISSUE: WARRANTY NO.: NAME OF BUILDING: BUILDING ADDRESS:

Subject to the following terms and conditions, Versico, a division of Carlisle Construction Materials Incorporated (VERSICO) 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 Versico, the membrane evidences manufacturing defects, Versico's liability and Buyer's remedies are limited, at Versico's option, to the repair or replacement of the defective membrane at the F.O.B. point in the original contract of sale.

Versico 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 Versico intended.

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

If upon inspection by Versico, the Membrane shows premature deterioration because of weathering within the -- year period stated herein, Versico's liability and Buyer's remedies are limited at Versico'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 Versico based upon the number of remaining months of the unexpired warranty used to prorate at the current prices for the Membrane. The maximum prorated value allowed by Versico 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.

Versico 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 VERSICO 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. VERSICO 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.

BY: James Heisey

AUTHORIZED SIGNATURE TITLE: Director of Sales

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