

**MEMBRANE MATERIAL WARRANTY**

**WARRANTY NO.:**

**NAME OF BUILDING:**

**BUILDING ADDRESS:**

**WARRANTY START DATE:**

Subject to the following terms and conditions, Versico, a division of Carlisle Construction Materials Incorporated, warrants to the Buyer that the Versico membrane material (MEMBRANE) will not prematurely deteriorate to the point of failure because of weathering for a period of -- years from the date of sales 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 any premature deterioration of the membrane. Any claim under this warranty must be made in writing within the designated warranty period from the date of sale and must include a sample of the membrane for evaluation and response at the Buyer's expense.

If upon inspection of the membrane sample received by Versico, the Membrane shows premature deterioration because of weathering within the designated warranty 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.

Versico shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, 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.

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

VERSICO DOES NOT WARRANT ANY PRODUCTS UTILIZED IN THIS INSTALLATION WHICH ARE NOT DEFINED ABOVE AS THE VERSICO MEMBRANE 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 VERSICO OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE VERSICO MEMBRANE HAS BEEN INSTALLED.

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.

BY:

AUTHORIZED SIGNATURE

TITLE: General Manager