

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

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 SunWeld brand skylight(s) ("SunWeld"), glazing or factory fabricated curb for a period of 10 years from the date of installation.

B. The SunWeld unit will be free from manufacturing defects at the time of its delivery to the project site. If the SunWeld 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 SunWeld at the F.O.B. point in the original contract of sale.

### **TERMS, CONDITIONS AND LIMITATIONS**

1. Owner shall provide Carlisle with written notice via letter, fax or email 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 SunWeld, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair or replacement of the SunWeld at the F.O.B. point in the original contract of sale. Owner is responsible for costs associated with removal and replacement of the skylight. Carlisle will make good faith efforts to match the original size, color, and form of the original skylight. Over the term of this warranty Carlisle's obligations in replacement skylights is limited to the Owner's original purchase price of the skylights.
3. This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
  - (a) The Carlisle SunWeld 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 the ground; or,
  - (b) The Carlisle SunWeld 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 cause a leak in, or otherwise damages the Carlisle SunWeld; or,
  - (d) Acids, oils, harmful chemicals and the like come in contact with the Carlisle SunWeld and cause a leak, or otherwise damage the Carlisle SunWeld.
  - (e) The SunWeld 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 SunWeld by a Carlisle Authorized Roofing Applicator there are any alterations or repairs made to the SunWeld without first obtaining written authorization from Carlisle; or,
  - (b) Failure by the Owner to use reasonable care in maintaining the SunWeld.
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 SunWeld 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. The 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 SunWeld 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.
11. Any dispute, controversy or claim between the Owner and Carlisle concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Carlisle do not resolve the dispute, controversy or claim in mediation, the Owner and Carlisle agree that any and all suits, proceedings, or claims shall be filed in either the state courts of Cumberland County, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

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 OR THE PRIOR EXISTING ROOF MATERIAL OVER WHICH THE CARLISLE ROOFING SYSTEM HAS BEEN INSTALLED.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE SUNWELD BRAND SKYLIGHT 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.

BY:

Authorized Signature