

TOTAL ROOFING SYSTEM WARRANTY

WITH LIMITED COVERAGE FOR ACCIDENTAL PUNCTURES



WARRANTY NO.:

BUILDING OWNER:

NAME OF BUILDING:

BUILDING ADDRESS:

DATE OF COMPLETION OF THE VERSICO TOTAL ROOFING SYSTEM:

DATE OF ISSUE:

Versico, a division of Carlisle Construction Materials Incorporated (Versico), warrants to the Building Owner (Owner) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Versico will repair any leak in the Versico Roofing System (Versico Total Roofing System) installed by a Versico Authorized Roofing Contractor for a period of -- years, commencing with the date of Versico's acceptance of the Versico Total Roofing System installation. However, in no event shall Versico's obligations extend beyond -- years, subsequent to the date of substantial completion of the Versico Total Roofing System. See below for exact date of warranty expiration.

The Versico Total Roofing System is defined as the following Versico brand materials: Membrane, Flashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Insulation Adhesives and any other Versico brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Versico with written notice via letter, fax or email within thirty (30) days of any leak in the Versico Total Roofing System. Owner should send written notice of a leak to Versico's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Versico, the Owner authorizes Versico or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak 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, Versico determines that the leak is caused by a defect in the Versico Total Roofing System's materials, or workmanship of the Versico Authorized Roofing Contractor in installing the same, Owner's remedies and Versico's liability shall be limited to Versico's repair of the leak. Versico shall have sole responsibility in determining the method of repair of the area.
3. This warranty shall not be applicable if, upon Versico's inspection, Versico determines that any of the following has occurred:
 - (a) The Versico Total Roofing System is damaged by: natural disasters, lightning, fire, insects, animals, windblown debris or objects, earthquakes, tornados, hail, hurricanes, and winds of (3 second) peak gust speeds of -- mph or higher measured at 10 meters above ground; or
 - (b) Loss of integrity of the building envelope and/or structure, including, but not limited to, partial or complete loss of roof decking, wall siding, windows, roof top units, doors or other envelope components; or
 - (c) All associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements.
 - (d) The Versico Total Roofing System is damaged by any acts, accidents, misuse, abuse, vandalism, civil disobedience or the like, however, this warranty does provide limited coverage to provide for the repair of any leaks in the Versico Total Roofing System caused by accidental punctures (but not including punctures caused by snow removal or other trades during new construction). The extent of this limited warranty to repair punctures shall not exceed -- man hours per year during the life of the warranty.
 - (e) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non Versico brand metal work, etc., occurs and causes a leak, or otherwise damages the Versico Total Roofing System; or

- (f) Deterioration of metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or
- (g) Acids, oils, harmful chemicals and the like come in contact with the Versico Total Roofing System and cause a leak, or otherwise damage the Versico Total Roofing System; or
- (h) The Versico Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture; or
- (i) The Versico Authorized Contractor or any additional contractor or subcontractor failed to follow Versico's published specifications and details for the approved system assembly or failure to correct all installation deficiencies listed in any Versico inspection report.

4. This Warranty shall be null and void if any of the following shall occur:

- (a) If, after installation of the Versico Total Roofing System by a Versico Authorized Roofing Contractor, there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Versico; or
- (b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Versico's Care & Maintenance Guide which accompanies this Warranty.

5. In addition, it shall be Owner's sole responsibility to remove and re-install at Owner's expense, all obstructions, including, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens, utilities or other overburden from the affected area as determined by Versico that would hinder or impede repairs being made in the most expedient and least expensive manner possible. Owner shall be responsible for all costs associated with any loss of power generation in the event that removal of a solar array is required to repair the roofing system.

6. During the term of this Warranty, Versico shall have free access to the roof during regular business hours.

7. Versico shall have no obligation under this Warranty while any bills for installation, supplies, service, and/or warranty charges have not been paid in full to the Versico Authorized Roofing Contractor, Versico, or material suppliers.

8. Versico'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.

9. Versico shall not be responsible for the cleanliness or discoloration of the Versico Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants or biological agents.

10. 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.

11. This warranty shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures, including a transfer fee and an inspection of the Roofing System by a Versico representative.

12. Any dispute, controversy or claim between the Owner and Versico concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Versico do not resolve the dispute, controversy or claim in mediation, the Owner and Versico 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.

13. Roof System Design Assembly: Versico, as manufacturer of commercial roofing products with the sole purpose of offering products for an Owner, design professional, architect, consultant, or engineer when designing/choosing a roof system assembly, assumes no liability nor implies to the suitability of the products for any particular assembly or specific building operation or structure. The Owner, design professional, architect, consultant, or engineer is solely responsible for the assembly chosen for a particular building structure to include the responsibility to properly calculate wind uplift values, design dead loads and live loads, and suitability and condition of building envelope substrate, decking, parapets, drainage, slope, and other attributes pertaining to the performance of the roof system assembly.

14. The Versico Authorized Contractor or any additional contractor or subcontractor are not agents of Versico.

VERSICO DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION 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 VERSICO OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE VERSICO ROOFING SYSTEM HAS BEEN INSTALLED.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE VERSICO TOTAL ROOFING SYSTEM 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. VERSICO SHALL NOT BE LIABLE FOR ANY 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: James Heisey

AUTHORIZED SIGNATURE:

TITLE: Director of Sales

This Warranty Expires:

Versico Care and Maintenance Guide

In order to ensure the long-term performance of your Roofing System and continued warranty service and coverage, regular rooftop maintenance inspections are necessary. While normal aging will occur on all roofs, if not detected early, problems stemming from abuse, contamination, accidents and severe weather can result in extensive and costly repairs or premature failure of the roofing system. Single-ply Roofing Systems are typically low-slope and easy to inspect, but caution must be taken to ensure safety. Versico disclaims and assumes no liability for any rooftop activity.

- Owner must retain records related to the Roofing System. Such records include, but are not limited to: the warranty document and serial number, maintenance inspection logs, rooftop traffic logs, service logs, and invoices for work performed on the roofing system.
- Inspect the roof at least every six months (preferably spring and fall) and immediately following any weather event that includes excessive rainfall, high winds and/or hail warnings. Increased number of rooftop maintenance inspections may be required on some roofs as the location may dictate, such as higher trees near the building which will accumulate leaves and debris on the roof and have adverse effects on drainage. In addition, rooftop maintenance inspections should occur after regular maintenance of any rooftop unit.

When inspecting the Roofing System, pay special attention to the following:

- Walls/Parapets/Roof Edge – Wind damage often begins at the perimeter of the roof. Ensure all membrane terminations and edge metal and copings are secure.
- Roof Deck Membrane – Inspect the field of the roof, scanning for damage caused by wind-blown debris or traffic.
- Penetrations/Rooftop Units – Inspect the membrane, flashings and terminations around penetrations and rooftop units for possible damage from service work. Ensure the units and terminations are secure.
- Remove debris (leaves, dirt, trash, etc.) – Good roofing practice dictates that water should drain from the roof and that ponded water should evaporate within 48 to 72 hours after a rainfall. Debris can inhibit drainage.

Additional Maintenance Items:

- Foot Traffic – Walkways must be provided if regular traffic is required or if rooftop equipment has a regular thirty (30) day or less maintenance schedule.
- Petroleum Products & Chemicals - Keep all liquids containing petroleum products or chemicals off the membrane to avoid product degradation.
- Animal Fats/Vegetable Oils: EPDM Membranes - Do not exhaust animal fats/vegetable oils directly onto EPDM roof surfaces. TPO & PVC Membranes – Animal fats/vegetable oils must be regularly removed and the rooftop surface cleaned with a mixture of soap and water.

What to do if a leak occurs:

- After verifying the leak is through the roofing system, contact Versico at 1-800-233-0551 or at www.versico.com.
- If minor, emergency temporary repairs are made to a suspected leak area, use Versico's Lap Sealant or a good-grade rubber caulk to address the repair area (do not use asphaltic roof cement). Please note, Versico is not responsible for the cost associated with any emergency temporary repairs.

Alterations to the Roofing System:

- Alterations to the Roofing System must be completed by a Versico Authorized Contractor. The Versico Authorized Contractor must notify Versico when the revision work is complete. The necessary form can be found on the Versico website via the Authorized Contractors login.

Warranty Transfer:

- Warranties shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures. This form can be found on the Versico website for additional guidelines.