

# CARLISLE COATINGS & WATERPROOFING INCORPORATED

900 Hensley Lane • Wylie, TX 75098 • (972) 442-6545

## CCW WIP 403HR TEN YEAR WATERMARK MATERIAL WARRANTY

NAME OF PROJECT: \_\_\_\_\_

ADDRESS, CITY and STATE: \_\_\_\_\_

JOB DESCRIPTION: *Self-Adhered Roofing Underlayment*

SQUARE FEET: \_\_\_\_\_ THIS WARRANTY EXPIRES: \_\_\_\_\_

Carlisle Coatings & Waterproofing Incorporated ("Carlisle"), warrants the Carlisle membrane product installed at the above project in accordance with the following terms and conditions:

Carlisle warrants to the Buyer of the membrane product that the membrane product will be free from manufacturing defects at the time of its delivery to the job site. Any claim by Buyer of a manufacturing defect in the membrane product must be given to Carlisle, in writing, within thirty (30) days of delivery of the membrane product to the job site. If, upon inspection by Carlisle, the membrane evidences manufacturing defects, Carlisle's liability and Buyer's exclusive remedy shall be limited to the replacement of the defective membrane product at the F.O.B. point in the original contract of sale.

Carlisle further warrants that subject to the terms and conditions of this warranty, the membrane will continue to meet its published physical properties for a period of **ten (10)** years from the date of issuance of this warranty, if properly installed, maintained and used for the purpose intended by Carlisle. See above for the expiration date of this warranty.

This warranty does not apply to any part of the membrane product unless installed by a professional roofing contractor. Further, this warranty does not cover any cost or expenses associated with the removal or replacement of other materials covering the membrane product incurred to test, repair, inspect, remove or replace the membrane product.

If upon inspection by Carlisle, the membrane product has not continued to meet its published physical properties through the **ten (10)** year period stated herein, Carlisle's sole liability and the Buyer's exclusive remedy are limited, at Carlisle's option, to the providing of repair material for the original membrane product or the granting of credit to be applied towards the purchase of a new membrane product.

This warranty applies only to the membrane product and does not cover flashings, adhesives and other accessories contained in a membrane system.

Any claim that the membrane product has not continued to meet its published physical properties must be made, in writing, to Carlisle within thirty (30) days of the date of discovery or by the expiration date of this warranty, whichever shall first occur.

Carlisle shall not be liable for any consequential or incidental damages related, 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 or coming in contact with the building.

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 authorized applicator, Carlisle, or material suppliers. This warranty shall become null and void, except for the disclaimers and limitations of liability herein, if any of the following shall occur:

- repairs or alterations are made to the membrane product after installation by anyone not expressly authorized by Carlisle;
- the membrane is damaged by intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience or the like;
- the membrane is damaged by natural disasters including, but not limited to, fire, insect infestations, earthquake, tornado, hail or hurricane;
- deterioration or failure of building components damage the membrane product;
- acids or harmful chemicals come in contact with the membrane product;
- the membrane is damaged by inadequate or faulty design of other building components; or subjected to temperatures outside of the typical service range of products: -10° to 200°

This warranty is not assignable by operation of law or otherwise.

**CARLISLE 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 CARLISLE.**

**THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE MEMBRANE PRODUCT. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WHICH EXTEND BEYOND THE FACE HEREOF. CARLISLE 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.**

INSTALLER \_\_\_\_\_

CITY & STATE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_