

Carlisle



## Building Envelope Material and Installation Warranty

**Serial No:** \_\_\_\_\_ **Date of Issue:** \_\_\_\_\_

**Building Owner:** \_\_\_\_\_

**Name of Building:** \_\_\_\_\_

**Building Address:** \_\_\_\_\_

**Date of Completion of the Carlisle NVELOPLUS™ LUS System:** \_\_\_\_\_

**Date of Acceptance of the Carlisle NVELOPLUS System:** \_\_\_\_\_

Carlisle Roofing Systems, Inc. (Carlisle) warrants to the Building Owner (Owner) of the above-described building that, subject to the terms, conditions and limitations stated in this Warranty, Carlisle will:

1. Fulfill the obligations under the individual CCM sub-system warranties referenced in Exhibit A
2. Repair or replace any materials included in the Carlisle sub-system transitions referenced in Exhibit B, deemed by Carlisle to have manufacturing defects, for a period of ( ) years commencing with the date of Carlisle's acceptance of the System installation.
3. Repair any water leaks through the transitions of the Carlisle sub-systems, indicated in Exhibit B, for a period of ( ) years commencing with the date of Carlisle's acceptance of the System installation.

**Carlisle NVELOPLUS** (the System) consists of the sub-systems indicated in Exhibit A and their transitions indicated in Exhibit B. Sub-systems and their transitions must be installed by Carlisle Authorized Applicators, in accordance with the provisions of their individual warranties and applicable Carlisle specifications and details. **IN ADDITION, THE OWNER SHALL RETAIN THE SERVICES OF A BUILDING ENVELOPE COMMISSIONING AUTHORITY COMPLIANT WITH THE APPLICABLE CARLISLE SPECIFICATION.**

### Terms, Conditions, Limitations

1. Owner shall provide Carlisle with written notice within thirty (30) days of the discovery of any water leak in the System. Owner should send written notice of the leak to Carlisle's Warranty Services Department at the address set forth at the bottom of this Warranty. By notifying Carlisle, the Owner authorizes Carlisle 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, Carlisle determines that the leak is caused by a defect in the System's materials or workmanship of the Carlisle Authorized Applicators in installing same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak.
3. During the term of the Warranty, Carlisle shall have free access to the System during regular business hours.
4. Any and all costs or expenses associated with the removal, excavation or replacement of concrete, soil, building cladding or other materials incurred to test, inspect, repair, remove or replace the System or any of its components shall be the responsibility of the Owner.
5. The Warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
  - a. Any of the System components were substituted or omitted.
  - b. The System is damaged or affected by natural disasters including but not limited to lightning, fire, pests, insect infestation, earthquake, tornado, hail or hurricane, and winds of peak gust speeds of 55 mph or higher measured at 10 meters above ground.
  - c. After installation, the System is damaged by alteration or repairs to the building including but not limited to addition of structures, fixtures or utilities.
  - d. The System is damaged or affected by intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience or the like.
  - e. Deterioration or failure of building components, or inadequate or faulty structural design.
  - f. A substantive change has occurred in principal use of the building.
  - g. Cracks in the structural base exceed 1/16 inch.
  - h. Acids, oils or harmful chemicals and the like come in contact with the System and cause a leak or otherwise damage the System.
6. The Warranty shall be null and void if, after installation of the System, the building undergoes alterations or repairs that affect the continuity or integrity of the System such as, but not limited to, building additions, removal and replacement of the roof or cladding.
7. 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 Applicators, Carlisle or material suppliers.
8. 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.
9. Carlisle 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 and water serving the building.
10. This Warranty is not assignable by operation of law or otherwise. Application may be made by a new building Owner for reissuance of the Warranty during the original Warranty period. Certain procedures including, but not limited to, an inspection of the System by a Carlisle representative and fees will apply to any reissuance. Carlisle reserves the right in its sole discretion, to refuse to reissue this Warranty.

**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, PRODUCTS NOT FURNISHED BY CARLISLE.**

**THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE 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. 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.**

**Exhibit A  
CCM Sub-Systems**

Roofing by Carlisle SynTec Incorporated

System	Warranty	Warranty Serial No.

Membrane Air Barrier by Carlisle Coatings & Waterproofing Incorporated

System	Warranty	Warranty Serial No.

Through-Wall Flashing by Carlisle Coatings & Waterproofing Incorporated

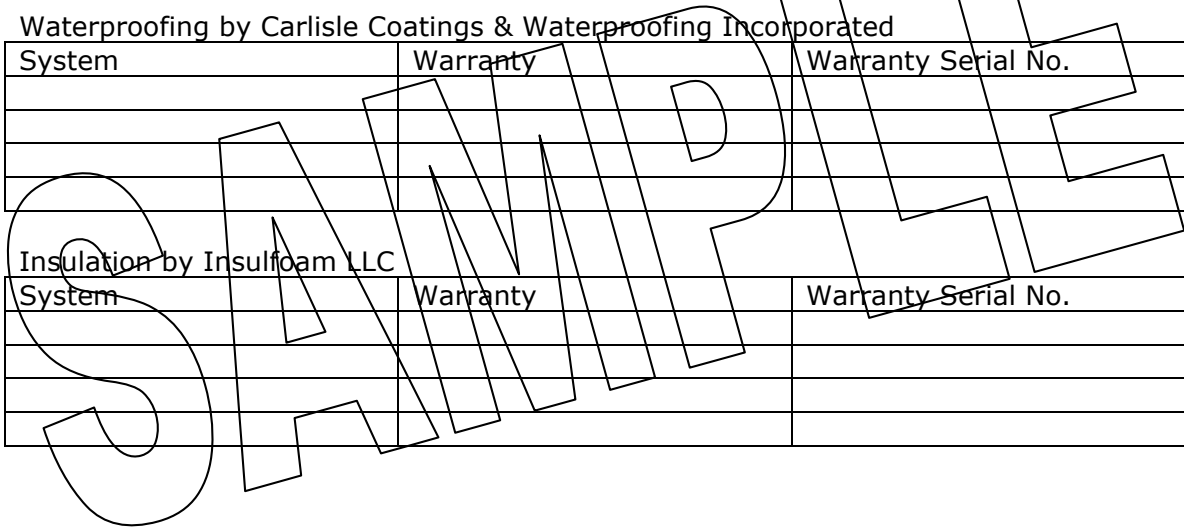
System	Warranty	Warranty Serial No.

Waterproofing by Carlisle Coatings & Waterproofing Incorporated

System	Warranty	Warranty Serial No.

Insulation by Insulfoam LLC

System	Warranty	Warranty Serial No.



**Exhibit B  
CCM Sub-System Transitions**

Sub-System 1 (Name and Warranty No.)	Sub-System 2 (Name and Warranty No.)	Description of Transition

SAMPLE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Carlisle, NVELOP, Barriseal, Barritech VP, Pre-Kleened, CCW, Insulfoam, R-Tech, Hunter, Vapor-Lock, Sure-Seal, Sure-Flex, MiraCLAY, MiraDRI, Barricoat, Sure-Tough, FleeceBACK, Sure-White and Sure-Weld are all registered trademarks of Carlisle. © 2009 Carlisle