

# VERSICO TOTAL ROOFING SYSTEM WARRANTY

VSW-1  
Rev 1/10

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

The Versico Roofing System is defined as the following Versico Materials: Membrane, Flashings, Adhesives and Sealants, Fastener Assemblies, Metal Edging, Insulation and any other Versico brand products utilized in this installation.

## TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Versico with written notice to the address printed below within thirty (30) days of the discovery of any leaks in the Roofing System. By so notifying Versico, the Owner authorizes Versico 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 defects in the Versico Roofing System's material 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.

3. This Warranty shall not be applicable if Versico determines that any of the following has occurred:

(a) The Versico Roofing System is damaged by natural disasters, including, but not limited to, lightning, insects, winds in excess of mph measured at roof level, earthquakes, fire, tornado, and hail; or

(b) The Versico Roofing System is damaged by any acts of negligence, accidents, or misuse, including but not limited to, excessive traffic, recreational activities, storage of materials on the roof, vandalism, or civil disobedience; or

(c) The Versico Roofing System is damaged by infiltration of moisture in, through, or around walls, skylights, vents, copings, HVAC units, building structures, or underlying or surrounding areas; or

(d) The Versico Roofing System is damaged by the building structure failing to have adequate strength to support all live and dead loads, including water and snow loads, or by any other structural defects or failures; or

(e) The Versico Roofing System is damaged by settlement, distortion, cracking, movement or failure of the roof substrate, coping, walls, structural members or components adjacent to the roof or foundation of said building; or

(f) The Versico Roofing System is damaged as a result of attack by roof top contaminants such as solvents, petroleum, oil products, acids, or other harmful chemicals.

4. This Warranty shall be null and void if Versico determines that any of the following has occurred:

(a) If, after installation of the Versico Roofing System by a Versico Authorized Roofing Contractor, there are any alterations, test cuts, or repairs made on or through the roof, or objects such as, but not limited to, structures, fixtures, 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, including, but not limited to, periodic cleaning of drains and removal of harmful debris from the roof, or

(c) Owner fails to comply with every term and/or condition stated herein.

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

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

7. 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.

8. 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 an inspection of the Versico Roofing System by a Versico representative, and fees will apply to any reissuance. Versico reserves the right, in its sole discretion, to refuse to reissue this warranty.

9. Only Versico brand insulations are covered by this warranty. Versico specifically disclaims liability, under any theory of law, for damages sustained by or caused by non-Versico brand insulation products.

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

11. 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.

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.

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

OWNER:  
BUILDING :

ROOFER:

DATE INSTALLATION COMPLETED :  
DATE OF ACCEPTANCE BY VERSICO :  
WARRANTY EXPIRATION DATE :

WARRANTY NUMBER:

VERSICO, a division of Carlisle Construction Materials Incorporated



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BY \_\_\_\_\_