

VERSICO TOTAL ROOFING SYSTEM WARRANTY

(With Limited Coverage For Accidental Punctures)

VSW-5
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 ___5 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, Insulation, Fasteners, Fastener Plates, Metal Edging, Metal Termination Bars, 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 Versico 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 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.

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, fire, insect infestation, earthquake, tornado, hail, hurricanes, and winds of peak gust speeds of 55 mph or higher measured at 10 meters above ground; or

(b) The Versico Roofing System is damaged by any intentional or negligent 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 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 16 man-hours per year during the life of the warranty.

(c) Deterioration or failure of building components, including, but not limited to, the roof substrate, wall, mortar, HVAC units, non-Versico brand metal work, etc., occurs and causes a leak, or otherwise damages the Versico Roofing System; or

(d) Acids, oils, harmful chemicals and the like come in contact with the Versico Roofing System cause a leak, or otherwise damage the Versico Roofing System.

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

(a) If, after installation of the Versico 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, 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 limited to, those items on Versico's Care and Maintenance information sheet which accompanies this Warranty.

5. Only Versico brand products 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.

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, services, and 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 Roofing System caused by environmental conditions including, but not limited to, dirt pollutants or biological agents.

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 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.

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 _____