

VERSICO MEMBRANE MATERIAL WARRANTY

Subject to the following terms and conditions, Versico, a division of Carlisle Construction Materials Incorporated (SELLER) warrants to the Buyer that the membrane material (MEMBRANE) sold to the Buyer will be free from manufacturing defects at the time of its delivery to the job site.

If upon inspection by the Seller, the membrane evidences manufacturing defects, Seller's liability and Buyer's remedies are limited, at Seller's option, to the repair or replacement of the defective membrane at the F.O.B. point in the original contract of sale.

Seller further warrants that the Membrane material will not prematurely deteriorate to the point of failure because of weathering for a period of years from the date of sale if properly installed, maintained and used for the purpose for which the Seller intended.

Buyer shall give Seller notice of a claim under this warranty within thirty (30) days of discovering any premature deterioration of the Membrane.

If upon inspection by the Seller, the Membrane shows premature deterioration because of weathering within the year period stated herein, Seller's liability and Buyer's remedies are limited at Seller's option to the providing of repair material for the original Membrane or credit to be applied towards the purchase of a new Membrane, the value of these remedies being determined by the Seller based upon the number of remaining months of the unexpired warranty used to pro-rate at the current prices for the Membrane. The maximum pro-rated value allowed by Seller for repair or credit shall not exceed the original Membrane purchase price.

This warranty refers to the membrane material only. Flashings, adhesives and other accessories contained in a membrane system are not covered by this warranty.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

VERSICO DOES NOT WARRANT PRODUCTS UTILIZED IN AN 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.

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTENDS BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. VERSICO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGE, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO A STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

BUILDING:

**Versico, a division of Carlisle Construction Materials Incorporated
Authorized Signature**

Warranty #:

Date of Issuance:

Title: General Manager