

CARLISLE

# Roof GARDEN SYSTEM WARRANTY

SERIAL NO.:

DATE OF ISSUE:

BUILDING OWNER:

NAME OF BUILDING:

BUILDING ADDRESS:

DATE OF COMPLETION OF THE CARLISLE ROOF GARDEN SYSTEM:

DATE OF ACCEPTANCE BY CARLISLE:

Subject to all of the project information, promises, terms, conditions, limitations, and disclaimers contained in the Carlisle Golden Seal Total Roofing System Warranty, Serial No ( ), and in this warranty, Carlisle Roofing Systems, Inc., warrants the performance of the Carlisle Roof Garden System in the following manner:

## MODULAR ROOF GARDEN OVERBURDEN AND MATERIALS WARRANTY

For a period of years from the Date of Completion, upon the report by the Owner of a warranty covered leak in the Carlisle Total Roofing System, Carlisle shall be responsible, at its cost, for the removal and reinstallation of the Carlisle Modular Roof Garden trays on those portions of the Carlisle Modular Roof Garden System required to investigate and respond to the warranty service request. Should Carlisle's investigation reveal the cause of the leak to be outside the scope of the Carlisle Golden Seal Total Roofing System Warranty, overburden removal and reinstallation costs and the subsequent investigation and repair costs shall be paid by the Owner.

## FURTHER TERMS, CONDITIONS, AND LIMITATIONS

1. THE VALUE OF THE REMEDIES STATED ABOVE SHALL NOT EXCEED, SINGLY OR IN THE AGGREGATE, OVER THE LIFE OF THIS WARRANTY, THE ORIGINAL INSTALLED COST OF THE CARLISLE ROOF GARDEN SYSTEM.
2. THE CARLISLE ROOF GARDEN SYSTEM WARRANTY IS CONTINGENT UPON THE EXCLUSIVE UTILIZATION OF CARLISLE SUPPLIED PRODUCTS IN THIS INSTALLATION. THOSE PRODUCTS INCLUDE, BUT ARE NOT LIMITED TO: VEGETATION, GROWTH MEDIA, PROTECTION FABRIC, DRAINAGE MAT, MOISTURE RETENTION MAT, ROOT BARRIER, AND, WHERE SPECIFIED, CARLISLE MODULAR ROOF GARDEN TRAYS.
3. THIS WARRANTY SHALL BE NULL AND VOID IF ANY OF THE FOLLOWING SHALL OCCUR:
  - (a) IF, AFTER INSTALLATION OF THE CARLISLE TOTAL ROOFING SYSTEM BY A CARLISLE AUTHORIZED ROOF GARDEN APPLICATOR, THERE ARE ANY ALTERATIONS OR REPAIRS MADE ON OR THROUGH THE ROOF, ROOF GARDEN 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 CARLISLE; OR
  - (b) FAILURE BY THE OWNER TO DOCUMENT THE REQUIRED MAINTENANCE OF THE ROOF GARDEN. MAINTENANCE TO INCLUDE, BUT NOT LIMITED TO, THOSE ITEMS AND PROCEDURES LISTED ON CARLISLE'S ROOF GARDEN CARE & MAINTENANCE REQUIREMENTS (ATTACHMENT IV) WHICH ACCOMPANIES THIS WARRANTY.
4. 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.
5. THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE TOTAL 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. 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.

BY: Robert H. McNeill

**AUTHORIZED SIGNATURE**

TITLE: Director, Technical and Warranty Services