



## Building Envelope System Compatibility Warranty

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

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

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

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

Carlisle Construction Materials, 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 replace any materials included in the tie-ins of Carlisle products referenced in Exhibit B, deemed by Carlisle to have caused compromised air tightness or water tightness through manufacturing defects or through chemical deterioration as a result of contact with other Carlisle materials, for a period of [5] years commencing with the date of Carlisle's acceptance of the System installation. Compromised air tightness is defined as: significant air leakage through the tie-in, observed using the ASTM E 1186 test. Compromised water leakage is defined as water leakage through the tie-in to the interior within 15 minutes of testing at -6.24 PSF, ASTM E 1105.

The Carlisle NVELOP™ System (the System) consists of the approved Carlisle product tie-ins indicated in Exhibit B. The Carlisle products being tied together, indicated in Exhibit A must be installed in accordance with the provisions of the individual product warranties, and applicable Carlisle specifications and details for the products. Warranted Carlisle product tie-ins, referenced in Exhibit B, must be installed according to Carlisle's published NVELOP™ specifications and details or according to Project-specific, Carlisle-approved instructions and details.

### Terms, Conditions, Limitations

1. Owner shall provide Carlisle with written notice within thirty (30) days of the discovery of any failure in the System. Owner should send written notice of the failure 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 failure. Should the investigation reveal the cause of the failure 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 by Carlisle, the Carlisle materials in the tie-ins referenced in Exhibit A show compromised air tightness or compromised water tightness caused by product manufacturing defects or caused by chemical deterioration as a result of contact with other Carlisle products within the [5] year period stated herein, Carlisle's sole liability and the Buyer's exclusive remedy are limited, at Carlisle's option, to the providing of replacement products for the original affected materials or the granting of credit to be applied towards the purchase of new products for the affected area. The value of these remedies shall be determined by Carlisle





based upon the number of remaining months of the warranty period used to pro-rate the value allowed by Carlisle for the replacement products or credit. In no event shall the cost of the replacement products or the credit exceed the original purchase price of the products used in the System.

3. This warranty does not cover leaks caused by installation defects.
4. During the term of the Warranty, Carlisle shall have free access to the System during regular business hours.
5. 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.
6. The Warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
  - a. The failure was caused by faulty installation or poor workmanship.
  - b. Any of the System components were substituted or omitted.
  - c. 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.
  - d. After installation, the System is damaged or affected by alteration or repairs to the building including but not limited to addition of structures, fixtures or utilities.
  - e. The System is damaged by intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience or the like.
  - f. Deterioration or failure of building components, or inadequate or faulty structural design.
  - g. A substantive change has occurred in principal use of the building.
  - h. Acids, oils or harmful chemicals and the like come in contact with the System and cause a leak or otherwise damage the System.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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: Applicable Carlisle Products

Application	Product*	Warranty Information		
		Name & Duration	Date of Issue	Reference Number
Wall Air & WRB				
Plaza Deck Waterproofing				
Planter Waterproofing				
Under-Slab Waterproofing				
Foundation Waterproofing				
EPDM Roofing				
TPO Roofing				
PVC Roofing				
Planted Rooftop				

\*Main product listed. Accessories are addressed in the individual product warranties and in approved NVELOP tie-in details.





**Exhibit B:  
Carlisle Product Tie-Ins**

Tie-In Description	Product 1	Product 2

SAMPLE