

SERIAL NO.

DATE OF ISSUE:

CARLISLE ROOF GARDEN SYSTEM WARRANTY

BUILDING OWNER:
NAME OF BUILDING:
BUILDING ADDRESS:
DATE OF COMPLETION OF THE CARLISLE ROOF GARDEN SYSTEM:
DATE OF ACCEPTANCE BY CARLISLE:

SAMPLE

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: (Each applicable warranty is initiated by the signer of this document).

 Initials A. For a period of 10/15 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 replacement of those portions of the Carlisle 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 Total Roofing System warranty, overburden removal and reinstallation costs and the subsequent investigation and repair costs shall be paid by the Owner.

 Initials B. For a period of 10/15/20 years from the date of completion, upon the report by the Owner of a leak in the Carlisle Total Roofing System, Carlisle shall pay for the removal and reinstallation of the GreenGrid® brand container trays in the same manner, under the same circumstances, and with the same consequences to the Owner as stated in paragraph A above.

Furthermore, for a period of 20 years from the date of completion, the GreenGrid container trays will not deteriorate to the point of failure as a result of weathering. If upon inspection by Carlisle, Carlisle determines that the Green Grid container trays have so deteriorated, Carlisle's liability and the Owner's remedies are limited to Carlisle's replacement of the deteriorated container trays. The value of this remedy shall be pro-rated at current prices based upon the remaining number of months in this warranty.

 Initials C. Twelve (12) months subsequent to the date of completion, the vegetation contained in the Carlisle Roof Garden System shall cover at least fifty percent (50%) of the surface of the system. Twenty-four (24) months subsequent to the date of completion, the said vegetation coverage shall be at least eighty percent (80%). If the promised coverage is not achieved, Carlisle, will, at its cost, take such steps to bring the coverage to the promised percentages.

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, GreenGrid container tray
3. 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.
4. 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.

 Signature

Date of issue: _____

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