



# Carlisle GeoMembrane

LOCATION OF INSTALLATION:

SERIAL NO.

INTENDED USE:

# SAMPLE

EFFECTIVE DATE:

## GEOMEMBRANE MATERIAL WARRANTY

Carlisle Roofing Systems, Inc. ("Carlisle") warrants to (and only to) \_\_\_\_\_ ("Owner") that the material, Carlisle reinforced polypropylene (RPP), will substantially conform at the time of sale to its manufacturing specifications, that it will be free of defects in materials, and that it will be able to withstand normal weathering and use. This Warranty is effective from the earlier of the date of sale or installation and is for a period of \_\_\_\_\_ (\_\_\_\_) years, when installed for the normal use and service for which it is designed and manufactured, in any customary weather which may be encountered and which is not considered to be in the nature of an Act of God, casualty or catastrophe, such as, but not limited to, earthquake, flood, hail, or tornado. Normal use and service excludes, among other things but without limitation, the exposure of the membrane to harmful chemicals, mechanical abuse by machinery, equipment, people, animals, birds, insects or excessive pressure or stress from any source.

Should defects or premature deterioration, within the scope of the above Material Warranty occur, Carlisle will, at its option and as Owner's sole remedy, supply repair or replacement material (both without labor for remediation or installation) at no charge other than freight. To enable Carlisle's technical staff to properly determine the cause of any alleged defect or deterioration, and to take appropriate steps to supply repair or replacement material for timely corrective measures, any claim under this warranty must be made by Owner in writing, by certified mail, to Carlisle within thirty (30) days after the alleged defect was first noticed and within the warranty period, or the claim shall be deemed to have been waived by Owner. If a claim is made under this warranty, the membrane must be tendered to Carlisle in a clean, dry, and unencumbered condition. This includes, but is not limited to, removal of all water, dirt, sludge, residuals or liquids of any kind from the affected area.

The value of the Owner's remedies under this membrane material warranty shall be determined by Carlisle based upon the number of remaining months until expiration of this warranty used to pro-rate the remedies at the current prices of the materials sold by Carlisle. Carlisle's liability, under this Membrane Material Warranty and under any other documents relating to the sale of the membrane to Owner, shall in no event exceed the amount of the sale price of the material sold to the Owner for the particular installation in which any defect or premature deterioration is alleged to have occurred, and under no circumstances shall Carlisle have any liability for incidental or consequential damages arising from loss of production or product or otherwise owing to the failure of the material or installation, and no allowance will be made for repairs, replacements, or alterations made by Owner unless with Carlisle's written consent. Carlisle neither assumes nor authorizes any person (other than an officer of Carlisle) to assume for it any other or additional liability in connection with the membrane. Any repairs, replacements, or alterations made without Carlisle's written consent will void the rights and remedies provided to the Owner under this Membrane Material Warranty.

The membrane material has been sold (and installed) for, and this Membrane Material Warranty is limited to, the installation at the location described above only, and the membrane material has not been sold for, and this Membrane Material Warranty does not apply to, other uses. This Membrane Material Warranty extends to no person, entity, or municipality other than the Owner.

No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, and no course of conduct or performance, in any way purporting to modify the Membrane Material Warranty, or to waive Carlisle's rights hereunder, shall be binding on Carlisle unless the same shall be clearly described in a written memorandum that expressly refers to the Membrane Material Warranty, and is separately signed by a duly authorized representative of Carlisle. Moreover, additional liabilities or limitations contained in such documents as purchase orders, order acknowledgments, or change orders which may be exchanged between the parties shall have no force or effect upon the Membrane Material Warranty.

The rights and remedies of Owner under this Membrane Material Warranty shall not be effective unless payment in full has been made to Carlisle for all material provided.

The Membrane Material Warranty is extended to Owner and is non-transferable and non-assignable. No rights against Carlisle shall be created by any attempted transfer or assignment, nor shall any rights against Carlisle survive any attempted transfer or assignment. This Membrane Material Warranty does not extend to any materials furnished or installed by others in connection with the intended use of the membrane material.

The law of the Pennsylvania shall govern the rights and duties of the parties under this Membrane Material Warranty. Venue for all legal proceedings involving this Membrane Material Warranty or any matter contained within shall be in the Court of Common Pleas of Cumberland County, Pennsylvania.

**THE FOREGOING MEMBRANE MATERIAL WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), OR STATUTORY. IN NO EVENT SHALL CARLISLE BE LIABLE FOR LOSS OF PROFITS OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSSES RESULTING FROM ANY DEFECTS IN ITS MEMBRANE MATERIAL.**

The Owner, by a duly authorized officer, acknowledges receipt of this Membrane Material Warranty, that it has read, understands, and agrees to the terms of this document and that, but for the remedies and warranties provided in the Membrane Material Warranty, no other warranties or representations of Carlisle have been made by any agent or representatives of the Carlisle and that this Membrane Material Warranty supersedes all other documents pertaining to membrane products.

**CARLISLE ROOFING SYSTEMS, INC.**

\_\_\_\_\_  
("Owner")

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By:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Typed Name:

\_\_\_\_\_  
Typed Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

**CARLISLE GEOMEMBRANE FOR AMERICA AND THE WORLD™**



P. O. Box 7000, Carlisle, PA 17013 ■ (717) 245-7000; Fax (717) 245-7053 ■ www.carlisle-syntec.com