



# TOTAL SYSTEM WARRANTY

SERIAL NO. CRFC 7405

DATE OF ISSUE: June 20, 2019

BUILDING OWNER: UNIVERSITY OF KENTUCKY MEDICAL CENTER PHYSICAL PLANT DIVISION

NAME OF BUILDING: UK BOSOMWORTH (HSRB) AND UK MEDICAL WING DOGHOUSE

8303 HSRB RF 501 502 503 504 505 507 508 and 510  
8304 HSRB RF 601 602 603 605 511 and 101

DOGHOUSE RF 803  
BLOG 298  
SF 16,322  
500 SF  
UK MEASUREMENT  
BLOG # 305

BUILDING ADDRESS: 1095 VETERANS DR, LEXINGTON, KY

DATE OF COMPLETION OF THE CRFC TOTAL ROOFING SYSTEM: 06/11/2019

DATE OF ACCEPTANCE BY CARLISLE: 06/20/2019

Carlisle Roofing Systems, 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 repair any leak in the CRFC Roofing System installed by a CRFC Authorized Roofing applicator for a period of 10 years commencing with the date of Carlisle's acceptance of the CRFC Roofing System installation. However, in no event shall Carlisle's obligations extend beyond 10.5 years subsequent to the date of substantial completion of the CRFC Roofing System. See below for exact date of warranty expiration.

The CRFC Roofing System is defined as the following CRFC brand materials: coatings, spray polyurethane foam, primers, fabrics, adhesives, sealants, and additives.

## TERMS, CONDITIONS, LIMITATIONS

- Owner shall provide Carlisle with written notice via letter, fax or email within thirty (30) days of the discovery of any leak in the CRFC Total Roofing System. Owner should send written notice of a leak to Carlisle's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Carlisle, the Owner authorizes Carlisle or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner. Carlisle shall have sole responsibility in determining the repair of the leak/area.
- If, upon inspection, Carlisle determines that the leak is caused by a defect in the CRFC Total Roofing System's materials, or workmanship of the CRFC Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak.
- This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
  - The CRFC Total Roofing System is damaged by natural disasters, including, but not limited to, lightning, fire, insect infestations, earthquake, tornado, hail, hurricanes, and winds of (3 second) peak gust speeds of 55 mph or higher measured at 10 meters above ground; or
  - Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind-blown objects, or;
  - The CRFC Total Roofing System is damaged by any intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience, or the like.
  - A defect, deterioration or failure of building components, including, but not limited to, existing roofing materials, roof substrate, walls, mortar, HVAC units, non-CRFC brand metal work, etc., occurs and causes a leak, or otherwise damages the CRFC Total Roofing System; or
  - Acids, oils, harmful chemicals and the like come in contact with the CRFC Total Roofing System and cause a leak, or otherwise damage the CRFC Total Roofing System.
  - The CRFC Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture.
  - The CRFC Roofing System, substrate or building structure is damaged by ponding water as defined in the National Roofing Contractors Association or as the result of plugged drains and / or scuppers.
- This Warranty shall be null and void if any of the following shall occur:
  - If, after installation of the CRFC Total Roofing System by a CRFC Authorized Roofing Applicator there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens, utilities or other overburden are placed upon or attached to the roof without first obtaining written authorization from Carlisle; or
  - Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on CRFC's Care & Maintenance Information sheet which accompanies this Warranty.
- This warranty refers to CRFC product(s) only. Failures of, or caused by, the substrate for the CRFC Roofing System, improper application, flashings, and other components contained in a roofing system, not supplied by CRFC are not covered by this warranty.
- During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours. In addition, it shall be Owner's sole responsibility to remove and re-install at Owner's expense, all obstructions, including, but not limited to, solar arrays, roof gardens, wind turbines, utilities and other overburden from the affected area as determined by Carlisle that would hinder or impede repairs being made in the most expedient and least expensive manner possible. Owner shall be responsible for all costs associated with any loss of power generation in the event the removal of a solar array is required to repair the roofing system.

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7. 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 CRFC Authorized Roofing Applicator, Carlisle, or material suppliers.

8. 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.

9. Carlisle shall not be responsible for the cleanliness or discoloration of CRFC Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants or biological agents.

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, or water serving the building.

11. This warranty shall be transferable upon a change in ownership of the building when the owner has completed certain procedures including a transfer fee and an inspection of the Roofing System by a CRFC representative.

This Warranty shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions. In the event of any claim arising out of or relating to this Warranty, the parties agree that reasonable efforts will be made to settle that claim through dialog and negotiation prior to the initiation of any proceeding. If such efforts fail to resolve all outstanding claims, the parties agree to then submit all claims arising out of or related to this Warranty to a mutually agreeable mediator in an effort to resolve the dispute without the necessity of litigation. The parties will bear the costs of such mediation equally. Should the mediation prove unsuccessful, the parties agree that the exclusive venue for all claims arising out of or related to this Warranty shall be in either the Court of Common Pleas of Cumberland County or the United States District Court for the Middle District of Pennsylvania. Each party expressly consents to the jurisdiction and venue of these identified courts.

**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 OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE CRFC ROOFING SYSTEM HAS BEEN INSTALLED.**

**THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CRFC 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 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.**

This warranty is effective upon receipt of fully executed copy at the address below including issue number and execution by an authorized representative of CRFC and the Owner.

SERIAL NO. CRFC 7405  
This Warranty Expires: 06/19/2029

**Owner**

Authorized Signature: \_\_\_\_\_

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

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

**Carlisle Roof Foam and Coatings**

Authorized Signature: Mark J Long

By: Mark J. Long

Title: Director, Technical and Warranty Services