

TRI-BUILT® 250HT 10 YEAR MATERIAL WARRANTY

BUILDING OWNER:

ADDRESS:	CITY:	STATE:	ZIP CODE:
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UNDERLAYMENT INSTALLER:

ADDRESS:	CITY:	STATE:	ZIP CODE:
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NAME OF BUILDING:

ADDRESS:	CITY:	STATE:	ZIP CODE:
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SQUARE FEET:	EFFECTIVE DATE:	THIS WARRANTY EXPIRES:
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TRI-BUILT® 250HT Products (“TRI-BUILT”), warrants the TRI-BUILT® membrane product installed at the above project in accordance with the following terms and conditions:

TRI-BUILT® warrants to the Buyer of the membrane product that the membrane product will be free from manufacturing defects at the time of its delivery to the job site. Any claim by Buyer of a manufacturing defect in the membrane product must be given to TRI-BUILT®, in writing, within thirty (30) days of delivery of the membrane product to the job site. If, upon inspection by TRI-BUILT®, the membrane evidences manufacturing defects, TRI-BUILT’s liability and Buyer’s exclusive remedy shall be limited to the replacement of the defective membrane product at the F.O.B. point in the original contract of sale.

TRI-BUILT® further warrants that subject to the terms and conditions of this warranty, the membrane will continue to meet its published physical properties for a period of ten (10) years from the date of issuance of this warranty, if properly installed, maintained and used for the purpose intended by TRI-BUILT®.

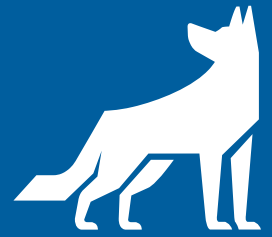
This warranty does not apply to any part of the membrane product unless installed by a professional roofing contractor. Further, this warranty does not cover any cost or expenses associated with the removal or replacement of other materials covering the membrane product incurred to test, repair, inspect, remove or replace the membrane product.

If upon inspection by TRI-BUILT®, the membrane product has not continued to meet its published physical properties through the ten (10) year period stated herein, TRI-BUILT’s sole liability and the Buyer’s exclusive remedy are limited, at TRI-BUILT’s option, to the providing of repair material for the original membrane product or the granting of credit to be applied towards the purchase of a new membrane product.

This warranty applies only to the membrane product and does not cover flashings, adhesives and other accessories contained in a membrane system.

Any claim that the membrane product has not continued to meet its published physical properties must be made, in writing, to TRI-BUILT® within thirty (30) days of the date of discovery or by the expiration date of this warranty, whichever shall first occur.

TRI-BUILT® shall not be liable for any consequential or incidental damages related, 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 or coming in contact with the building.



TRI-BUILT® 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 authorized applicator, TRI-BUILT®, or material suppliers. This warranty shall become null and void, except for the disclaimers and limitations of liability herein, if any of the following shall occur:

- repairs or alterations are made to the membrane product after installation by anyone not expressly authorized by TRI-BUILT®;
- the membrane is damaged by intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience or the like;
- the membrane is damaged by natural disasters including, but not limited to, fire, insect infestations, earthquake, tornado, hail or hurricane;
- deterioration or failure of building components damage the membrane product;
- acids or harmful chemicals come in contact with the membrane product;
- the membrane is damaged by inadequate or faulty design of other building components; or subjected to temperatures outside of the typical service range of products: -10° to 250°

This warranty is not assignable by operation of law or otherwise.

TRI-BUILT® 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 TRI-BUILT®.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE TRI-BUILT® MEMBRANE PRODUCT. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WHICH EXTEND BEYOND THE FACE HEREOF. TRI-BUILT® 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.

Email the completed form to: warranty@carlisleccw.com