

Carlisle Coatings & Waterproofing Incorporated

900 Hensley Lane • Wylie, TX 75098 • (972-442-6545)

MIRADRI 860/861 10 YEAR WATERMARK MATERIAL WARRANTY

Job #: 101759

Warranty #: 101980

Owner Name: FAIRFAX COUNTY DPWES

Address, City and State: 12000 GOVERNMENT CENTER PARKWAY, FAIRFAX, VA

Waterproofing Applicator: NV WATERPROOFING

Address, City & State: 7780 PROGRESS CT, GAINESVILLE, VA

Name of Project: NEWINGTON DVS MAINTENANCE FACILITY

Address, City and State: 6900 NEWINGTON ROAD, LORTON, VA

Square Footage: 91,000

EFFECTIVE DATE: 06/14/2013

THIS WARRANTY EXPIRES: 06/13/2023

Carlisle Coatings & Waterproofing Incorporated ("Carlisle"), warrants the Carlisle membrane product installed at the above project in accordance with the following terms and conditions:

Carlisle 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 Carlisle, in writing, within thirty (30) days of delivery of the membrane product to the job site. If, upon inspection by Carlisle, the membrane evidences manufacturing defects, Carlisle'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.

Carlisle further warrants that subject to the terms and conditions of this warranty, water will not leak directly through the membrane for a period of 10 years from the date of issuance of this warranty, if properly installed, maintained and used for the purpose intended by Carlisle. See above for the expiration date of this warranty.

This warranty does not apply to any part of the membrane product unless installed by an authorized applicator by Carlisle. Further, this warranty does not cover any cost or expenses associated with the removal, excavation or replacement of concrete or other materials covering the membrane product incurred to test, repair, inspect, remove or replace the membrane product.

If upon inspection by Carlisle, the membrane product shows water leaking directly through the membrane within the 10 year period stated herein, Carlisle's sole liability and the Buyer's exclusive remedy are limited, at Carlisle'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, the value of these remedies being 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 repairs or credit. In no event shall the cost of the repair material or the credit exceed the original purchase price for the membrane product.

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

Any claim or leakage directly through the membrane must be made, in writing, to Carlisle within thirty (30) days of the date of discovery or by the expiration date of this warranty, whichever shall first occur.

Carlisle 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.

Carlisle shall have no obligation under the Warranty while any bills for installation, supplies, service, and warranty charges have not been paid in full to the authorized applicators, Carlisle or material suppliers. This warranty shall become null and voids, 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 Carlisle;
 - the membrane is damaged by intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience or the like;
 - the membrane product 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; or
 - gaps or cracks exist in the structural base which exceed 1/16 inch in width.
- This warranty is not assignable by operation of law or otherwise.

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 PERFORMANCES OF, OR DAMAGES SUSTAINED BY OR CAUSED BY PRODUCTS NOT FURNISHED BY CARLISLE.

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

Authorized Signature: _____

David Bowen

Date: February 25, 2014