

## GENERAL TERMS, CONDITIONS, AND LIMITATIONS

**Warranty No:**

**Project No:**

**Start Date:**

**Building Identification:**

**Building Address:**

**Building Owner:**

**Installing Contractor:**

Subject to the terms, conditions, and limitations set forth herein, Holcim Solutions and Products US, LLC, an Indiana limited liability company ("Holcim"), provides the Building Owner ("Owner") named above with this Limited Warranty for the Holcim provided Elevate System(s) or Material(s) set forth herein. This Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that any inconsistencies exist between the General Terms, Conditions, and Limitations listed below and the Terms, Conditions, and Limitations in subsequent pages, the subsequent pages will prevail.

### GENERAL TERMS, CONDITIONS, AND LIMITATIONS

**Payment Required.** Holcim shall have no obligation under this Limited Warranty unless and until Holcim and the licensed Elevate applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs, and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary, Holcim reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed Elevate applicator and/or Holcim has been paid in full for such repairs.

**Exclusions.** Holcim shall have no obligation under this Limited Warranty, or any other liability, now or in the future, if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, downbursts, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Material or which impair the System or Material's ability to perform properly; Failure by the Owner to use reasonable care in maintaining the System or Material, said maintenance to include, but not be limited to, those items listed in the current version of the Elevate Building Owner's Manual available at [www.holcimelevate.com](http://www.holcimelevate.com) in the Building Owner's Toolbox; Deterioration, defects or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, etc.; Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals, or the reaction between them; Alterations or repairs to the System or Materials that are not completed in accordance with Holcim's published specifications, not completed by a licensed Elevate applicator and/or completed without proper notice to Holcim; The design of the System: Holcim does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; Failure of any materials not manufactured or provided by Holcim used in the Elevate System or Installation not specifically accepted in writing by Holcim to be included in coverage; Change in building use or purpose; Failure by the licensed Elevate applicator or any additional contractor or subcontractor to follow Holcim's recommended installation instructions or approved specifications or drawings for the layout, design and installation of the System or Materials. It shall be the licensed Elevate applicator's sole and exclusive responsibility to strictly follow Holcim's recommended installation instructions or approved specifications or drawings for the layout, design and installation of the System or Materials; or, Failure to correct all installation deficiencies listed in any Holcim inspection report.

**Overburden.** Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation, and repair of the System or Materials, excluding ballast or pavers accepted by Holcim or overburden specifically included in subsequent pages of this Limited Warranty.

**Term.** The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Holcim's written approval.

**Access.** During the term of this Limited Warranty, Holcim's employees or designees shall have free access to the building for inspection, audit, or repair purposes during regular business hours with reasonable advance notice. In the event that access is limited due to security, tenant concerns or other restrictions, Owner shall reimburse Holcim for all reasonable costs incurred during inspection and/or repair of the System or Material that are due to delays associated with said restrictions.

**Waiver & Severability.** Holcim's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force to the fullest extent permitted by law.

**Disputes.** Any dispute, controversy, or claim between Owner and Holcim concerning this Limited Warranty or relating to any material(s) supplied by or required by Holcim shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Holcim do not resolve the dispute, controversy, or claim in mediation, Owner and Holcim agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. Owner hereby releases Holcim from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

**Governing Law.** This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflicts of laws.

HOLCIM DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY HOLCIM. HOLCIM SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY HOLCIM. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HOLCIM HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST HOLCIM AND HOLCIM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES, OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF HOLCIM. NO OTHER PERSON HAS ANY AUTHORITY TO BIND HOLCIM WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

**THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.  
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.**

Holcim Solutions and Products US, LLC ▪ Attn: Warranty Services  
26 Century Boulevard ▪ Suite 205 ▪ Nashville, TN 37214  
800-428-4442 ▪ [holcimelevate.com](http://holcimelevate.com)

1001.001.2022

# LIMITED WARRANTY ON SUNWAVE™ SKYLIGHTS

**Warranty No:**  
**Project No:**  
**Start Date:**  
**Building Identification:**  
**Building Address:**  
**Building Owner:**  
**Roofing Contractor:**

Main Roof

**SunWave Daylighting – 10 Year**

**Number of Units:**

Holcim Solutions and Products US, LLC, an Indiana limited liability company ("Holcim"), warrants to the Building Owner ("Owner") named above that Holcim will, subject to the Terms, Conditions and Limitations set forth below, provide replacement skylight units for any Skylights (as defined below) that leak due to a manufacturing defect during the applicable warranty period.

Warranty Period by Product Type:

**Up to 20 Years**

SunWave Signature Series – Class 1 & Class 3 – Acrylic & Polycarbonate (Non-FM Rated)

- Covered against leaking for 20 years (water only).
- Covered against defects in material and workmanship of the skylight.

SunWave Signature Series – Factory Mutual (FM) Rated, Military Grade & High Velocity Hurricane Zone (HVHZ)

- M Rated outer dome covered against cracks or breaking due to hail impact by Class 4 sized hail or lower for 5 years.
- Covered against leaking for 20 years (water only).
- Covered against defects in material and workmanship of the skylight.

SunWave Prismatic Double Hip or Pyramid Profile (Polycarbonate)

- Covered against leaking for 20 years (water only).
- Covered against defects in material and workmanship of the skylight.

**10 Years**

SunWave FM Rated Smoke Vent

- Covered against leaking for 10 years (water only).
- Covered against defects in material and workmanship of the skylight.
- FM Rated outer dome covered against cracks or breaking due to hail impact by Class 4 sized hail or lower for 5 years.
- Smoke Vent Mechanical Assembly covered against false opening for 5 years.
- Covered against defects in material and workmanship of the skylight.

SunWave Light Channel

- Covered against leaking for 10 years (water only).
- Covered against defects in material and workmanship of the skylight.

**5 Years**

SunWave Curbs

### TERMS, CONDITIONS, AND LIMITATIONS

**Skylights Covered.** The covered skylights are limited to the Elevate branded SunWave skylight units and when installed in accordance with manufacturer s specifications on a roof assembled following Holcim's technical specifications by a Elevate-licensed applicator (each, a Skylight ). Any materials not manufactured or supplied by Holcim are not covered under this Limited Warranty.

**Notice.** In the event of a leak through a Skylight, the Owner must notify Holcim Warranty Services in writing within thirty (30) days of the occurrence of the leak. By so notifying Holcim, the Owner authorizes Holcim or its designee to investigate the condition of the Skylights at its option. All investigation costs are the responsibility of the Owner.

**Limitations.** In the event that Holcim determines that the leak is not excluded by this Limited Warranty, the Owner s sole and exclusive remedy and Holcim's total liability shall be limited to providing Skylights sufficient to replace the affected units. Should a replacement be necessary, the Owner will be responsible for any costs associated with the removal and replacement of a Skylight. Holcim will use good faith efforts to match the color, size and form of the existing Skylights from Holcim's existing product line but makes no warranty that the replacement Skylights will match. Holcim's replacement obligations over the life of this Limited Warranty are limited to the Owner s original purchase price of the Skylights. The Owner is responsible for completing repairs not covered by this Limited Warranty to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a Elevate-licensed applicator and within sixty (60) days shall render this Limited Warranty null and void.

**Exclusions.** Holcim shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak is caused by: Hail; Wind; Improper maintenance; Alterations to the Skylights; Condensation and any related water damage that may occur as a natural result of humidity and/or variations between indoor and outdoor temperatures; Failure to comply with applicable standards, codes, recommendations, product specifications or instructions; Breach, rupture or failure of any building envelope component; or, Failure to give proper notice as set forth in paragraph above. Discoloration, fading, chalking and/or yellowing of the Skylights caused by environmental conditions, including but not limited to, weathering, atmospheric conditions, dirt, pollutants, or chemical or biological agents is considered normal aging and is not a manufacturing defect. Minor imperfections and/or variances within plastic materials incorporated into the Skylights that do not affect the performance of the Skylights or blistering, peeling or cracking of the painted finish are not a manufacturing defect.

**Transfer.** This Limited Warranty shall be transferable and assignable subject to Owner s payment of the current transfer fee set by Holcim.

**Products Not Covered.** This Limited Warranty only covers Elevate branded SunWave skylights and curbs, and does not cover other products and/or services, including, but not limited to, flashings, seams, adhesives, sealants, coatings, installation or installation workmanship.

**HOLCIM SOLUTIONS AND PRODUCTS US, LLC**

By:

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

**SAMPLE**

Title:

**THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.  
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.**

**Holcim Solutions and Products US, LLC - Attn: Warranty Services  
26 Century Boulevard - Suite 205 - Nashville, TN 37214  
800-428-4442 - holcimelevate.com**

**1042.001.2022**