

5 Year Single-Source Warranty For Green Roof Assemblies with Prevegetated Modules

Warranty Serial No.: SAMPLE

SIKA CORPORATION GREEN ROOF ASSEMBLY WARRANTY FOR COMMERCIAL BUILDING

Building Owner: SAMPLE

Building Name: SAMPLE

Building Address: SAMPLE

Waterproofing Applicator: SAMPLE

Vegetated Cover Installer: SAMPLE

Date of Substantial Completion: SAMPLE

Building/Area Name: SAMPLE

Used As: SAMPLE

Telephone: SAMPLE

Telephone: SAMPLE

By: SAMPLE

Date of Inspection: SAMPLE

Area Warranted: SAMPLE sq. ft.

Sika Corporation ("Sika"), warrants to the Owner of the building described above ("Owner"), that subject to the terms, conditions, and limitations, including the limitations set forth in section 17 below, stated herein, Sika Corporation will warranty the performance of the waterproofing system and vegetated cover (together "Green Roof Assembly") for a period of 5 (five) years commencing with the date of substantial completion of the installation of the Green Roof Assembly.

Sika Corporation will repair leaks originating from the waterproofing system consisting of Sarnafil waterproofing membrane or Sika Corporation waterproofing accessories (other than pavers). Sika Corporation shall also warrant vegetated cover performance to achieve and maintain a foliage coverage rate of eighty (80) percent for the duration of this warranty.

This warranty applies to green roof assemblies for which:

- All work has been conducted by contractors authorized by Sika Corporation to install waterproofing systems and vegetative covers.
- The underlying waterproofing system has been tested for water-tightness using electronic leak detection, and inspected and certified by Sika Corporation as being water-tight and compatible with the vegetated cover prior to the installation of the vegetated cover.
- The waterproofing has been maintained in a protected condition between the time that the waterproofing has been certified by Sika Corporation and the time that the authorized installer of the vegetative cover has been provided access to inspect the waterproofing and commence the installation of the vegetative cover.
- All labor and materials for the installation of the waterproofing system and vegetative cover have been furnished by Sika Corporation authorized applicators and;
- Owner agrees to maintain a Sika Corporation accepted green roof maintenance agreement ("Green Roof Maintenance Agreement") that complies with the Maintenance Plan, with a contractor accepted by Sika Corporation for regularly scheduled inspections, weeding, and appropriate care and fertilization for the duration of the warranty.

TERMS, CONDITIONS, LIMITATIONS

- Owner shall notify Sika Corporation on the first business day immediately following the discovery of each leak in the Green Roof Assembly and confirm in writing within ten (10) business days.
- If, on inspection by Sika Corporation, Sika Corporation determines that the leak is caused by a defect in the Green Roof Assembly (other than pavers), then Sika Corporation shall effect repairs. The decision of Sika Corporation with respect to repairs shall be final and binding.
- This warranty does not extend to conditions caused by, and Sika Corporation shall not be responsible for, any leaks or damage caused by
 - Any act of negligence, accident, or misuse including, but not limited to, lack of maintenance, damage by other persons or trades, vandalism, falling objects, civil disobedience, or act of war, or;
 - Pedestrian travel or recreational use, except in areas specifically designated for these purposes, or;
 - Damage by a natural disaster including, but not limited to, earthquake, lightning, fire, hail, peak wind gust in excess of thirty-nine (39) mph, hurricane, tornado, flood, erosion, drought, acid rain, thermal shock or ice storm, as defined by The National Weather Service, or other acts of God, or;
 - Damage caused by animals, birds, or insect or disease infestation, or;
 - Other building components, including cracking, building movement, settlement, deflection of roof deck, deterioration of walls, movement of metal work, water entry through masonry or other points other than the roof, and defects in the materials used as a base under the roof, or;
 - Service to or maintenance of any roof top equipment or traffic of any nature on the roof except in designated areas, or;
 - Removal of any portion of the vegetated cover or modules including uprooting of plants without prior written approval by Sika Corporation, or;
 - A deficient pre-existing condition or equipment is causing water entry, or;
 - Metal work or other accessories or equipment is used in the Green Roof Assembly and causes leaks, or;
 - Chemical attack, including but not limited to petroleum-based products, solvents, contaminants, chemical waste, exhaust or heat generated by mechanical units, deicing materials, fertilizers, herbicides and pesticides that are not approved by Sika Corporation, and alike, onto the vegetated cover and waterproofing system, or;
 - A proscribed activity, including the failure to comply with Maintenance Plan for the vegetated cover, and any construction subsequent to the installation of the Green Roof Assembly that has not been authorized in writing by Sika Corporation including, but not limited to the unauthorized modification or repair of the waterproofing system, installation of decks, planters, irrigation systems, air conditioner condensers, pavers, skylights or similar constructions. The Owner must promptly notify Sika Corporation in writing about any proposed alternations, additions or changes of any kind that will effect the Green Roof Assembly, or:
 - Alterations or repairs made on or through the completed Green Roof Assembly, or objects such as but not limited to fixtures, equipment, or structures are placed on or attached to the completed Green Roof Assembly without first obtaining written authorization from Sika Corporation, or;
 - Failure by the Owner or his lessee to use reasonable care in maintaining the roof as described in the Maintenance Plan provided with this warranty, including that of sealants and caulking, or;
 - A significant change in the use of the building by the Owner or his lessee expected by Sika Corporation to effect the Green Roof Assembly as originally installed, or;



- (o) Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of decking, wall siding, windows, doors, or other envelope components or from Green Roof Assembly damage by wind blown objects, or:
 - (p) Condensation accumulates in the waterproofing assembly due to incorrect design or due to a reduction in the vapor barrier effectiveness, or:
 - (q) Poor irrigation water quality, or:
 - (r) Deficient design applied to the Green Roof Assembly such as membrane contact with incompatible materials and/or substrates, installation next to highly reflective surfaces without an irrigation system, exposure to heat below roof deck, such as from steam or hot water pipes, insufficient drainage design, or:
 - (s) Owner or lessee fails to comply with every term and condition stated herein.
4. During the period of this warranty, Sika Corporation, its agents and employees, shall have free access to the roof during regular business hours.
 5. Sika Corporation shall have no obligation under this warranty until all invoices for materials and services associated with the Green Roof Assembly provided by Sika Corporation and the Sika Corporation Authorized Applicator installation have been paid in full.
 6. To the extent pavers are used on the building in connection with the Green Roof Assembly or otherwise, this warranty shall not apply to, and Sika Corporation shall have no obligation or liability relating to, resulting from, or arising out of, the pavers or any defect therein, or any leak that results from a defect in, or the use of, the pavers. Any pavers used on the building will be covered by, and subject to, the manufacturer's warranty for such pavers only.
 7. If a leak is detected and reasonable attempts to locate the source of the leak without disturbing the vegetated cover have been inconclusive, then Sika Corporation agrees to remove the vegetated cover to uncover the waterproofing system. No more than 100 square feet will be uncovered at one time. The material associated with uncovering subsequent 100 square foot areas will be deposited on the adjacent previously uncovered areas. If at Sika Corporation's discretion, the investigation demonstrates that the leak is not due to defects in the Green Roof Assembly, then the Owner shall reimburse Sika Corporation for its emergency response service, including the cost of (1) exploring for leaks and uncovering the areas, and (2) repairing the damage and repositioning the disrupted portions of the vegetated cover.
 8. If after the investigation Sika Corporation determines that the leak is a result of (1) to defects in materials or workmanship in the Green Roof Assembly (other than pavers), or (2) activities of a Sika Corporation authorized applicator in installing the Green Roof Assembly, then Sika Corporation will pay for the cost of (1) exploring for leaks and uncovering the areas, (2) repairing the defect and (3) removing and repositioning the disrupted portions only of the vegetated cover supplied by Sika Corporation. This warranty does not cover, and under no circumstances shall Sika Corporation be responsible for, costs associated with, or related to, the removal and replacement of any overburden system or other roof top element that is not included as part of the vegetative cover supplied by Sika Corporation, including without limitation, hardscape elements or features, mechanical/electrical systems, lightning protection systems, telecommunication/data systems, irrigation systems, decorative stone and ballast, pavers and walkways, furniture, lighting, railings, and water features.
 9. This warranty will apply only to installations where (1) the plant list is approved by Sika Corporation, (2) the installation density is according to the recommendations of Sika Corporation, (3) the installation occurs within the recommended planting window for the specified plan varieties and climatic conditions, (4) maintenance is provided exclusively by a contractor accepted by Sika Corporation, and (5) a Sika Corporation-accepted Green Roof Maintenance Agreement, compliant with the Maintenance Plan, is in effect for the duration of the warranty.
 10. The appearance of the vegetated cover should be expected to change over the years. A process of natural succession will result in the botanical evolution of the vegetated cover. The future distribution of plants species cannot be accurately predicted. The long-term coverage of the vegetated cover can be guaranteed only in conjunction with a Sika Corporation-accepted Green Roof Maintenance Agreement required under this Warranty.
 11. Owner shall notify Sika Corporation in writing within thirty (30) days of discovering that foliage coverage is insufficient according to this warranty. The vegetated cover coverage shall be estimated separately for each 400 square-foot grid of the vegetated surface.
 12. Sika Corporation's cumulative cost to repair or replace the Green Roof Assembly shall not exceed the original cost of the Green Roof Assembly.
 13. Sika Corporation'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.
 14. All warranties set forth herein relating to the performance of the vegetated cover, including without limitation the warranty relating to foliage coverage rate, will be voided if the Owner fails to maintain a Sika Corporation-accepted Green Roof Maintenance Agreement with a contractor accepted by Sika Corporation for the duration of this warranty. Owner shall supply copies of the executed Green Roof Maintenance Agreement annually, as approved by Sika Corporation, that complies with the Maintenance Plan and includes regularly scheduled inspections, weeding, and appropriate care and fertilization.
 15. This warranty may be transferred to a subsequent Owner of the Building if approved in advance and in writing by Sika Corporation and the cost to process the transfer and to inspect and repair the Sika Corporation Green Roof Assembly, if necessary, shall be the Owner's responsibility.
 16. The Owner and Sika Corporation hereby agree that any and all claims (contractual, statutory, common law or otherwise), disputes, or suits that in any way, directly or indirectly, arise out of or relate to this Warranty, or the alleged breach thereof, or to any contracts between the owner and Sika Corporation, or the alleged breach thereof, or to the design, manufacture, sale, distribution, installation, and/or inspection of the Green Roof Assembly, shall first be submitted to non-binding mediation before a neutral mediator jointly selected by the parties or, in the absence of agreement, as designated by the American Arbitration Association. In the absence of resolution by mediation, all such claims shall be settled by arbitration by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules. Any such mediation and/or arbitration shall take place in Boston, Massachusetts. This Warranty, and any claims, disputes or suits between the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.
 17. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SIKA CORPORATION MAKES NO, AND EXPRESSLY DISCLAIMS ANY AND ALL, WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY PAVERS USED ON THE BUILDING IN CONNECTION WITH THE GREEN ROOF ASSEMBLY OR OTHERWISE. THE REMEDIES STATED HEREIN ARE EXCLUSIVE REMEDIES AND SIKA CORPORATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING THE PRESENCE OF MOLDS, FUNGI, BACTERIA, SPORES, MYCOTOXINS OR THE LIKE OR FURTHER LOSS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGE TO THE BUILDING ON WHICH THE COMPONENTS OF THE ROOF ARE SITUATED, DAMAGE TO THE CONTENTS THEREOF, LOSS OF USE OF THE BUILDING OR ANY COMPONENT PART THEREOF, OR DAMAGE TO ANY OTHER PROPERTY OR PERSONS.**

NO REPRESENTATIVE OF SIKA CORPORATION HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

This Warranty is Effective From: SAMPLE through: SAMPLE

SAMPLE _____ SAMPLE _____ SAMPLE _____ SAMPLE _____
 Authorized Signature(1): Date: Authorized Signature(2): Date: