

Sika Corporation

## Building Owner's Agreement for Photovoltaic (PV) Installations

Owner's Name: \_\_\_\_\_

Building Name: \_\_\_\_\_

Building Address: \_\_\_\_\_

Warranty #: \_\_\_\_\_

PV Manufacturer: \_\_\_\_\_

Solar Integrator: \_\_\_\_\_

Roofing Applicator: \_\_\_\_\_

Anticipated PV Installation Start Date: \_\_\_\_\_

### Acknowledgements:

- Owner acknowledges that it intends to install a photovoltaic (PV) solar energy system (a "PV System") on the roof of the above referenced building ("Project"), and that they are doing so in compliance with the Sika Photovoltaic Policy (Exhibit A).
- In the case of an existing Sika Roofing System, the Roofing Warranty shall be suspended during the installation of the PV System, and in the case of a new Sika Roofing System installation, Sika will not consider issuing the Roofing Warranty until completion of the installation of the PV System. The Sika Roofing Warranty shall only be issued, or reinstated, after passing Sika's Post-PV installation inspection.
- At least 3 weeks prior to start of the PV System installation, the Owner (or the Owner's representative) should submit this signed form and all required documentation regarding the PV System being installed, including but not limited to, information regarding the manufacturer of the racking system used in the PV System and the manufacturer(s) of all other components of the PV System, installation details and roof plans. The submission of the foregoing information is solely for purpose of allowing Sika to determine whether to continue (for existing Roofing Systems) or to issue (for new Roofing System installations) the Sika Roofing Warranty following the installation of the PV System. Sika expressly disclaims and assumes no liability or responsibility whatsoever, nor makes any representations or warranties, express or implied, with respect to the PV System, its design or installation.
- A Post-PV Inspection is required in connection with a reinstatement/continuation or issuance of the Sika Roofing Warranty. The fee for the inspection is \$500 and is payable in advance, prior to reinstatement of an existing Roofing Warranty or the issuance of a Roofing Warranty for a newly-installed Roofing System. The fee for the post installation inspection will be waived when the PV is secured by Sika SolarMount-1.
- All flashings of the PV System and related penetrations through the Roofing System, as well as any penetrations, alterations or repairs to the Roofing System identified in a Post-PV inspection, must be performed

### SIKA CORPORATION • ROOFING

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by a Sika authorized applicator. Sika encourages using the Sika authorized applicator that performed the original roofing installation. The cost of any required repairs not otherwise covered by the Roofing Warranty shall be borne by Owner.

- The Roofing Warranty does not cover, and Sika expressly disclaims any and all responsibility and liability for, and Owner expressly waives any claims against Sika for, any damages, leaks, defects, changes in appearance, reduction in service life, loss of performance of, or detrimental effects to, the Roofing System (“Claims”) that result from, are related to, or arise out of, directly or indirectly, the installation, operation, use, or presence of the PV System, including any anchoring products listed in the PV Policy, on the Roofing System, except to the extent that a Claim relates to the Flashings and/or the installation thereof.
- Owner agrees to hold Sika and its affiliates and subsidiaries, and its and their officers, directors, employees and agents, harmless from and against and all claims (including without limitation third party claims), liabilities losses, damages, fines, penalties, costs and expenses (including reasonable attorney’s fees) resulting from or arising out of or in connection with (i) death, personal injury or damage to real or personal property caused by or arising from the PV System or the installation, operation, use or presence thereof on any Project, (ii) Claims relating to the Roofing System that result from, or caused by, the PV System or the installation, use, operation or presence thereof on any Project.
- It is the Owner’s responsibility to remove and replace any overburden (PV System, ballast, slip sheets), at Owner’s expense, in order to provide access to the Sika Roofing System for the purpose of investigation and to the extent covered by the Roofing Warranty, repair of leaks.
- Should damage occur to the Roofing System during the installation, removal, or replacement of the overburden, Owner agrees to pay the repair costs necessary to repair leaks and/or bring the Roofing System into a warrantable state.
- The Owner is responsible for rendering the PV System inoperable and safe (i.e., no electricity to, from, or within the PV System) prior to any inspection, investigation or repair of a leak and the PV System shall remain so until all such inspection, investigation and/or repair work is fully completed. Sika shall not be responsible for any loss (loss of income, loss of electricity, increase electrical costs, loss of property, loss of use, etc.) and any other consequential, incidental, indirect or special damages, which Owner may incur as a result of rendering the PV System inoperable and safe.
- The undersigned understands and accepts the foregoing acknowledgements and responsibilities and certifies that all the submittals are accurate.

Signed: \_\_\_\_\_

Printed

Name: \_\_\_\_\_

Building Owner or Building Owner’s Authorized Agent

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

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