

15 Year Single-Source Warranty For Green Roof Assemblies

Warranty Serial No.: SAMPLE

SIKA SARNAFIL 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 Sarnafil ("Sika Sarnafil"), warrants to the Owner of the building described above ("Owner"), that subject to the terms, conditions, and limitations stated herein, Sika Sarnafil will warranty the performance of the waterproofing system and vegetated cover (together "Green Roof Assembly") for a period of 15 (fifteen) years commencing with the date of substantial completion of the installation of the Green Roof Assembly.

Sika Sarnafil will repair leaks originating from the Sarnafil waterproofing membrane or Sika Sarnafil waterproofing accessories. Sika Sarnafil shall also warrant vegetated cover performance to achieve and maintain a foliage coverage rate of eighty (80) percent commencing twenty-four (24) months after planting through the duration of this warranty.

This warranty applies to green roof assemblies for which:

1. All work has been conducted by contractors authorized by Sika Sarnafil to install waterproofing systems and vegetative covers.
2. The underlying waterproofing system has been tested for water-tightness using electronic leak detection or by other acceptable methods to Sika Sarnafil, and inspected and certified by Sika Sarnafil as being water-tight and compatible with the vegetated cover prior to the installation of the vegetated cover.
3. The waterproofing has been maintained in a protected condition between the time that the waterproofing has been certified by Sika Sarnafil 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.
4. All labor and materials for the installation of the waterproofing system and vegetative cover have been furnished by Sika Sarnafil authorized applicators and;
5. Owner agrees to maintain a Sika Sarnafil-accepted green roof maintenance agreement ("Green Roof Maintenance Agreement") that complies with the Maintenance Plan, with a contractor accepted by Sika Sarnafil for at least semi-annual inspections, weeding, and appropriate care and fertilization for the duration of the warranty.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall notify Sika Sarnafil 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.
2. If, on inspection by Sika Sarnafil, Sika Sarnafil determines that the leak is caused by a defect in the Green Roof Assembly, then Sika Sarnafil shall effect repairs. The decision of Sika Sarnafil with respect to repairs shall be final and binding.
3. This warranty does not extend to conditions caused by, and Sika Sarnafil shall not be responsible for, any leaks or damage caused by
 - (a) 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
 - (b) Pedestrian travel or recreational use, except in areas specifically designated for these purposes, or
 - (c) Damage by a natural disaster including, but not limited to, earthquake, lightning, hail, windstorm in excess of thirty-nine (39) mph, hurricane, tornado, flood, drought, acid rain, thermal shock or ice storm or other acts of God, or
 - (d) Damaged caused by animals, birds, or insect infestation, or
 - (e) 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
 - (f) Service to or maintenance of any roof top equipment or traffic of any nature on the roof except in designated areas, or
 - (g) Removal of any portion of the vegetated cover including uprooting of plants without prior written approval by Sika Sarnafil, or
 - (h) A deficient pre-existing condition or equipment is causing water entry, or
 - (i) Metal work or other accessories or equipment is used in the Green Roof Assembly and causes leaks, or
 - (j) Chemical attack, including but not limited to petroleum-based products, solvents, contaminants, chemical waste, exhaust or heat generated by mechanical units, herbicides and pesticides that are not approved by Sika Sarnafil, and alike, onto the vegetated cover and waterproofing system, or
 - (k) 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 Sarnafil 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 Sarnafil in writing about any proposed alternations, additions or changes of any kind that will affect the Green Roof Assembly, or
 - (l) 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 Sarnafil, or
 - (m) 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
 - (n) A significant change in the use of the building by the Owner or his lessee expected by Sika Sarnafil to affect 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 roof 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



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- effectiveness, or
- (q) Deficient design applied to the Green Roof Assembly such as membrane contact with incompatible materials and/or substrates, or
- (r) Owner or lessee fails to comply with every term and condition stated herein.
- During the period of this warranty, Sika Sarnafil, its agents and employees, shall have free access to the roof during regular business hours.
 - Sika Sarnafil shall have no obligation under this warranty until all invoices for materials and services associated with the Green Roof Assembly installation have been paid in full.
 - 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 Sarnafil 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 Sarnafil's discretion, the investigation demonstrates that the leak is not due to defects in the Green Roof Assembly, then the Owner shall reimburse Sika Sarnafil 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.
 - If after the investigation Sika Sarnafil determines that the leak is a result of (1) to defects in materials or workmanship in the Green Roof Assembly, or (2) activities of a Sika Sarnafil authorized applicator in installing the Green Roof Assembly, then Sika Sarnafil 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 Sarnafil. This warranty does not cover, and under no circumstances shall Sika Sarnafil be responsible for, costs associated with, or relate to, the removal and replacement of any overburden system or other rooftop element that is not included as part of the vegetative cover supplied by Sika Sarnafil, 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, lightning, railings, and water features.
 - This warranty will apply only to installations where (1) the plant list is approved by Sika Sarnafil, (2) the installation density is according to the recommendations of Sika Sarnafil, (3) the installation occurs within the recommended planting window for the specified plant varieties and climatic conditions, (4) maintenance for the first twenty-four (24) months is provided exclusively by a contractor accepted by Sika Sarnafil, and (5) a Sika Sarnafil-accepted Green Roof Maintenance Agreement, compliant with the Maintenance Plan, is in effect for the duration of the warranty.
 - 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 Sarnafil-accepted Green Roof Maintenance Agreement required under this Warranty.
 - Owner shall notify Sika Sarnafil 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.
 - Sika Sarnafil's cumulative cost to repair or replace the Green Roof Assembly shall not exceed the original cost of the Green Roof Assembly.
 - Sika Sarnafil'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.
 - 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 Sarnafil-accepted Green Roof Maintenance Agreement with a contractor accepted by Sika Sarnafil for the duration of this warranty. Owner shall supply copies of the executed Green Roof Maintenance Agreement annually, as approved by Sika Sarnafil, that complies with the Maintenance Plan and includes at least semi-annual inspections, weeding, and appropriate care and fertilization.
 - This warranty is extended solely and exclusively to the owner of the Building at the time the Green Roof Assembly is installed. It does not extend nor is it otherwise assignable or transferable to any other party unless approved in advance and in writing by Sika Sarnafil and the costs to process the transfer and to inspect and repair the Green Roof Assembly, if necessary, are paid for by the original owner.
 - The Owner and Sika Sarnafil 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 Sarnafil, 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.
 - 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. THE REMEDIES STATED HEREIN ARE EXCLUSIVE REMEDIES AND SIKA SARNAFIL 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 SARNAFIL HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

This Warranty Is Effective From: SAMPLE through: SAMPLE

 SAMPLE

Authorized Signature(1):

 SAMPLE

Date:

 SAMPLE

Authorized Signature(2):

 SAMPLE

Date:

