

LIMITED PLANT WARRANTY

The following are the terms and conditions of the vegetation of Vegetal I.D. Inc. HYDROPACK® Systems:

This Limited Warranty is effective when:

1. all the invoices including those for materials, installation, and services have been paid in full, and there is no outstanding balance;
2. Vegetal I.D. Inc. has inspected the completed installation or seeing pictures and is satisfied that installation was in accordance with required and or recommended methods by Vegetal I.D.. (the Maintenance Guide (APPENDIX A) is sent by Vegetal i.D. before the installation.
3. This warranty applies to zone 8-10 of the AHS Heat zone map, provided that Vegetal I.D. has studied the area of installation, and approved the applicability of the warranty in this zone.
4. Vegetal I.D. Inc. has approved the green roof drawings, design and specifications. (A project study sheet (APPENDIX B) is provided by Vegetal I.D. Inc. and has to be completed) and returned for approval from Vegetal I.D. Inc.
5. Vegetal I.D. Inc. has inspected the green roof after full completion or seeing pictures; (i) has approved the installation; (ii) controlled that the vegetated material was installed the same day of receipt ; (iii) and the watering after completion was properly completed the same day. (Dated digital images must be uploaded on the website UPLOAD NOW as proof of installation on the day the product arrives).
6. Owner executes the maintenance program for years with a Vegetal I.D. Inc. approved contractor that follows precisely the maintenance guide provided by Vegetal i.D. This guide includes but is not limited to 4 inspections per year, weeding, appropriate care, watering and fertilization during the warranty period. (The Maintenance Guide (APPENDIX C) is sent to the contractor before the installation.

Roof is installation ready at requested arrival time of the truck with Vegetal I.D.'s products.

7. HYDROPACK is installed and watered the day of arrival, as required.
8. Initial irrigation is properly completed i.e. 30 minutes soaking with conventional overhead sprinklers (3/4" hose) just after the installation and covering the entire vegetated surface area.
9. During the first year, the product is watered until full saturation of the water reservoir if it does not rain for twenty (20) consecutive days. WATERING IS THE RESPONSIBILITY OF THE OWNER.
10. Owner must confirm any vegetation damage or defect in writing or email (sales@vegetalid.com) to Vegetal I.D. Inc. at their main office at 7939 Bank St. Road, Batavia, NY 14020, no later than three (3) business days of discovery.
11. This Limited Warranty applies only to the plants of the HYDROPACK System.
12. During the period of the warranty, Vegetal I.D. Inc., its agent and employees, shall have free access to inspect the roof during regular business hours.
13. The roof has to be designed with permanent protections to secure the maintenance crew during their work on the roof.
14. Vegetal I.D. Inc. does not warrant performances of the waterproofing system, drainage layer, growing media or any other components. (A separate warranty must be provided by the waterproofing applicator and/or waterproofing manufacturer.)
15. Leaks in the waterproofing system will not be regarded as the responsibility or liability of Vegetal I.D. Inc.
16. This Limited Warranty does not apply to plant damage caused by lightning gale, hurricane, tornado, earthquake or any act of God or other unusual action of the elements.
17. This Limited Warranty does not apply to plant damage caused by any construction subsequent to the installation of the HYDROPACK that has not been authorized in writing by Vegetal I.D. Inc. including, but not limited to the installation of decks, planters, irrigation systems, air conditioner condensers, pavers, sky lights or any other work that will require stepping on the plants frequently or storing material on the plants.
18. This Limited Warranty applies only when regular maintenance has been performed following the Maintenance Guide and providing accurate and precise reports of each visit, using the field note sheet Doc 8 (APPENDIX B). Additionally, the appearance of the Green Roof System should be expected to change over the years and over the seasons. A process of natural succession will result in the botanical evolution of the vegetated cover; consequently, the future distribution of plants species cannot be accurately predicted.

19. This warranty is extended solely and exclusively to the owner of the building at the time the Green Roof System 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 Vegetal I.D. Inc. and the costs to process the transfer and to inspect the vegetation of the Green Roof System, if necessary, are paid for by the original owner.

20. Any controversy or claim arising out of or relating to this warranty shall be settled by arbitration in the State of New York, by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules, and judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

21. The owner must comply with every term and condition stated herein.

Periodic Photo confirmation required:

- At installation (3 pictures showing the entire green roofs with different views; 2 showing the plants being watered after the installation and 4 close up to show the attachment of the trays between each other's)
- At week 4 (6 pictures of the vegetation, 3 close up and 3 general views)
- At week 12 (6 pictures of the vegetation, 3 close up and 3 general views)
- At week 26 (6 pictures of the vegetation, 3 close up and 3 general views)
- Pre-winter and beginning of following spring (6 pictures of the vegetation, 3 close up and 3 general views)
- 4 times a year, according to the calendar provided in the Maintenance Guide

Provided that all of the above terms and conditions have been met, Vegetal I.D. Inc. will replace the plant material, provided the plant death originated from the following activities under the purview of Vegetal I.D. Inc. unsuitable plant species. In such cases, Vegetal I.D. Inc. shall be limited to replace damaged plants of the Green Roof System and to restoration of the Green Roof System vegetation. The decision of Vegetal I.D. Inc. with respect to replacements shall be final and binding.

For projects where a Landscape Architect or Architect specifies specific plants and Vegetal i.D. has no control on the plant mix, Vegetal i.D. cannot be liable, provided the plant death originated from unsuitable species.

Subject to the terms, conditions and limitations stated in this year plant warranty, this plant year warranty guaranties a minimum foliage coverage rate of 80 percent the first day of installation and remaining for the duration of this warranty. If the cover rate is determined to be less than 80 percent, Vegetal I.D. Inc. will add vegetated material until the cover requirement is achieved. Cover rates shall be estimated only during spring time when the vegetation is active and shall be estimated for each 200 square foot grid of the Green Roof System.

In the event of a failure of the vegetation coverage as described above, the sole responsibility of Vegetal I.D. Inc. shall be limited to the initial cost of the vegetated material, excluding installation, maintenance and design.

This document has to be completed and returned to Vegetal i.D. Inc. with a copy of the maintenance contract, complying with this limited warranty requirements and its duration.

The maintenance contractor agrees to follow precisely the Maintenance Guide from Vegetal i.D. and to contact Vegetal i.D. as soon as problems occur.

Raphael Lamé,
President of Vegetal I.D. Inc.
 7939 Bank St. Road
 Batavia, NY 14020
 Signature:
 Date:

Green Roof Owner:
 Name:
 Address:
 Email:
 Phone:
 Signature:
 Date:

Maintenance contractor:

Name: Address:
 Email: Phone:
 Signature: Date: