

20 YEAR WARRANTY ON MODULES

This Limited Warranty consists of TWO parts: 1. Limited Warranty Registration, and 2. Terms and Conditions of the limited Warranty.

Part 1. Limited Warranty Registration

Important: For this limited warranty to be effective, Vegetal i.D. must receive the fully completed form below within Sixty ("60") days from the date of installation. The completed form may be sent by facsimile to: 585-343-6401 or sent via certified mail delivery to: Vegetal i.D. Inc., 7939 Bank St. Road, Batavia, NY 14020.

Building/Project

Name:

Address:

Date Installation Completed:

Square footage of the vegetated area:

Green roof Installer Company

Building Owner/Agent of Building Owner

Name:

Name:

Address:

Address:

Contact Name:

Contact Name:

Contact tel. No.:

Contact tel. No.:

Contact email address:

Contact email address:

Roofing Contractor Company

Maintenance Contractor Company

Name:

(Experienced in Green Roofs)

Address:

Name:

Contact Name:

Address:

Contact tel. No.:

Contact Name:

Contact email address:

Contact tel. No.:

Contact email address:

General Contractor Company

Name:

Address:

Contact Name:

Contact tel. No.:

Contact email address:

Warranty Registration completed by:

Name:

Title:

Date:

Signature:

For office use only:

Date of reception:

Limited Warranty reference:

Part 2. Terms and Conditions of Vegetal i.D.'s Limited Warranty

1. **Limited Warranty.** Vegetal i.D.'s tray module ("Tray" or "System") is warranted against material defects and photodegradation for twenty ("20") years from the date of installation, provided the System is surrounded by stone ballast, edging or pavers.
2. **Exclusions to Warranty.** The warranty will not apply:
 - Where Vegetal i.D. determines that the System was not installed properly, or not in accordance with Vegetal i.D.'s required or recommended procedures; (Improper or faulty installation may be covered by the installer's installation warranty, if any).
 - Where Vegetal i.D. determines that the client or its agent(s) in charge of proper, consistent, and systematic maintenance of the System failed to maintain the system, or failed to follow proper procedures of maintenance required or recommended by Vegetal i.D.
 - To waterproofing systems e.g. membranes, or to bonding agents and or methods. (It is highly recommended that previous to the selection of the System, the client obtain the pre-approval of the manufacturer of the waterproofing system e.g. membrane, and the bonding agent and or method to ensure their suitability with the System. Generally manufacturers' warranties on waterproofing systems e.g. membranes will remain in effect where the client has obtained the prior approval of the manufacturer with the manufacturer's approved slip sheet/root barrier.)
 - Where the client failed to notify, in writing to Vegetal i.D., immediately upon discovery of the suspected problem, or in no event no more than 5 business days upon the discovery of the suspected problem.
 - Where the client or its agent(s) intends to or makes any repairs or alters the Tray(s), without the prior written authorization of Vegetal i.D.
 - Where the client or its agent(s) intends to remove or removed the Trays, without the prior written authorization of Vegetal i.D.
 - Where invoices submitted by Vegetal i.D. have not been paid, and there are outstanding balances beyond the enableable period to pay.
 - To inadequate Vegetation coverage of 90% or less.
3. **Sole and Exclusive Warranty, And Limitation of Liability.** THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEE OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY OF VEGETAL I.D., WHETHER ANY CLAIM AGAINST IT IS BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER THEORY. IN NO EVENT SHALL VEGETAL I.D. BE LIABLE FOR INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF ANY KIND, UNDER ANY CORCUMSTANCES WHATSOEVER.
4. **Remedies.** Where the System has been proven to be materially defective, the exclusive remedy, at Vegetal i.D.'s option, will be to: (i) refund the purchase price of the affected Tray(s) (exclusive of soil and plant material); or (ii) timely repair or replace such Tray(s) (exclusive of soil, plants or installation).
5. **Client responsibility.** It is the responsibility of the client to consult with properly licensed professionals e.g. architects and engineers to determine the suitability of the System for a particular application including but not limited to applicable weight bearing capabilities, drainage, roof slope.
5. **Non-assignable.** This Limited Warranty is not assignable or transferable to a third party.
6. **Venue, Choice of Law.** Any claim or action arising out of this limited warranty must be brought in the State and Federal courts of the State of New York, located in Monroe County. New York law shall be applied regardless of principles of conflicts of law.
7. **Force Majeure, voluntary destruction, accidental damage, improper performance.** This Limited Warranty is not applicable to the partial or whole destruction, damage, state of disrepair, or non-functionality of the System resulting directly or indirectly from: acts of God; natural disasters including but not limited to earthquakes, hurricanes, and or floods; acts by governments including but not limited to wars; acts of terrorism; riots, labor strikes, or labor disputes that may adversely affect the System; voluntary destruction and or damage of any kind; or performance failures of parties outside the control of Vegetal iD including but not limited to unintended damage or destruction to the System caused by accidental damage or destruction.

Vegetal i.D. Inc.

By Name: Title:
 Signature: Date: