



**GARDEN
ROOF[®]
WARRANTY**

Hydrotech Membrane Corporation

HYDROTECH MEMBRANE CORPORATION

GARDEN ROOF® WARRANTY

Subject to terms, conditions and limitations hereinafter stated, Hydrotech Membrane Corporation. (Hydrotech) warrants to the building owner (Owner) as follows.

A. MEMBRANE WARRANTY. Hydrotech warrants that the Monolithic Membrane 6125-EVFR® (Membrane) and Flex-Flash UN®, MB® or MM6125® (Flashing) will remain watertight for a period of _____ () years from the date of the substantial completion of their installation (the Membrane Warranty Period). In the event of the failure of the Membrane or Flashing to perform as herein warranted, Hydrotech's responsibility shall be limited to making or causing to be made such repairs as are necessary to enable the Membrane and Flashing to perform as warranted or, at Hydrotech's sole discretion, refunding the Owner an amount equal to the non-performing Membrane or Flashing. . Repairs will include any removal and re-installation of the Products sold by HYDROTECH (including the HYDROTECH, Garden Roof® components, LiteTop® soil, and Garden Roof Extensive Plants) necessary to effect warranted leak repairs. Removal and re-installation of other surfacing materials not supplied by HYDROTECH is not covered under this warranty. Hydrotech's maximum liability under the provisions of this paragraph shall be limited to an amount equal to the original installed cost of the Membrane and Flashing.

B. GARDEN ROOF® COMPONENTS WARRANTY. Hydrotech warrants that the Garden Roof® components listed below (Products), when applied in accordance with Hydrotech's current specification and guidelines, will not prematurely disintegrate to the point of failure under normal service conditions for a period of _____ () years from the date of their purchase. In the event of the failure of the Products to perform as herein warranted, Hydrotech's sole responsibility shall be limited to either providing the Owner replacement Products for the non-performing Products or, at Hydrotech's sole discretion, refunding the Owner an amount equal to the non-performing Products. Hydrotech's maximum liability under the provisions of this paragraph shall be limited to an amount equal to the original cost of the non-performing Products. Further, HYDROTECH warrants that the Garden Roof Extensive Plants vegetation listed below will provide 50% coverage of the planted area at ONE (1) year and 80% coverage of the planted area at TWO (2) years from the date of completion of the plants installation. In the event such coverage is not attained, HYDROTECH's sole responsibility shall be limited to providing the Owner with sufficient plant material, of like or similar characteristics that, when sown properly, will grow to provide the coverage as warranted. For the project named herein, this paragraph extends to the following Products:

C. GREEN ROOF PERFORMANCE WARRANTY. Hydrotech warrants that plants and grasses selected for the project will maintain a sustainable growth for a period of _____ () years from the date of the substantial completion of their installation. Hydrotech's maximum liability under the provision of this paragraph shall be limited to an amount equal to the original installed cost of growing materials.

CONDITIONS OF WARRANTY. Hydrotech's obligations under this Warranty shall not be in force or effect unless (1) the Product is installed in accordance with Hydrotech's current published specifications by a Hydrotech approved installer. (2) all Hydrotech invoices have been paid in full; (3) no alterations or repairs to or through the Product have been made without the prior written approval of Hydrotech; (4) the Owner notifies Hydrotech of any failure of the Product to perform as warranted herein by written notice, including with said notice a copy of this Warranty, within 30 days of Owner's earliest notice actual or constructive of such failure. And (5) a maintenance contract exists between the Owner and a qualified landscape installer for maintenance of the planted area as defined by Hydrotech's Extensive Garden Roof Maintenance Plan.

This warranty shall be void and Hydrotech shall have no liability hereunder if in Hydrotech's judgement the performance of the Product has been impaired due to (1) natural occurrences and acts of God, including without limitations floods, lightning, hurricanes, winds, earthquakes, earth tremors, tornadoes, gales, hail and fire of any origin or causes; (2) structural defects of the building on which the Product is installed; (3) improper application of the Product or failure of any component underlying the Product; (4) changes in the original principal usage to which the building is put unless approved in advance in writing by Hydrotech; (5) the erection or construction of any additional installation in, on or through the Product prior to or after the completion date, unless done in a manner prescribed and accepted in writing by Hydrotech; (6) failure of the Owner to use reasonable care in maintaining the Product; (7) excessive traffic or storage of materials other than normal pedestrian traffic or storage on the product surface; (8) vandalism; (9) chemical attacks on the Products.

LIABILITIES EXCLUDED FROM COVERAGE OF WARRANTY. Hydrotech assumes no responsibility or liability for (1) damage to the substrate or other base over which the Product are installed; (2) the building structure or interior contents therefor; (3) any property damages or bodily injury; (4) incidental or consequential damages including loss of income, loss of time, lost sales, liability Owner has with respect to any other person, or for any type or form of consequential, incidental or economic loss; (5) the compatibility of the Product with the existing environmental conditions; and (6) the design of the end use.

Hydrotech assumes no liability for any failure of the products resulting from (1) leaks caused by water entering from structures adjacent to the Products; (2) failure of proprietary (non-warranted) flashing systems; (3) failure of metal cap flashing and/or gravel stops; (4) deterioration of flashing where water or other substances have been allowed to enter behind the base flashing from sources other than through the Membrane and/or Flashing.

ACCESS. During the term of this Warranty, Hydrotech, it's agents or employees shall have free access for testing during regular business hours to that portion of the building where the Product is installed. Failure to permit such access shall constitute a waiver of this Warranty by the Owner and shall relieve Hydrotech from any further obligations hereunder. In the event the claim is not covered by this Warranty, the reasonable costs incurred by Hydrotech in so determining shall be invoiced to the Owner.

WAIVER. Hydrotech'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.

ASSIGNABILITY. This Warranty shall accrue only to the Owner named herein.

DISCLAIMER OF ALL OTHER WARRANTIES. The foregoing is Hydrotech's sole Warranty with respect to the Products. This disclaimer and Warranty agreement is expressly in LIEU OF AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER EXPRESSED OR IMPLIED REPRESENTATIONS AND WARRANTIES.

EXCLUSION OF ALL OTHER REMEDIES AND LIMITATION OF HYDROTECH'S LIABILITY. THE OWNER'S SOLE AND EXCLUSIVE REMEDY against Hydrotech shall be provided herein. The owner agrees that NO OTHER REMEDY SHALL BE AVAILABLE to him. No representative of Hydrotech has the authority to make any representation or provisions except as stated herein.

Description

Name of Building

Location of Building

Owner's Name

Approved Installer

Date of completion

Area of Completion

Type of Products (Membrane, Insulation, Garden Roof® Components)

Date of purchase

Date of purchase – Garden Roof® Components

HYDROTECH MEMBRANE CORP.

By

Title

Date

Signature

Acknowledged and Accepted this _____ day of _____, 20____

Owner Signature

Title