



LiveRoof, LLC Limited Warranty

SIGN BELOW:

I acknowledge that I, the Installer, have performed all Requirements of the LiveRoof, LLC Certified Installer Agreement for this LiveRoof installation. And, I agree to indemnify LiveRoof® for any damage or consequences of my actions as the Installer of this project.

Certified Installer Authorized Signer: _____ Date: _____

SIGNATURE

Printed Name: _____ Title: _____

Certified Installer Company Name: _____

PRINTED NAME

Roofing Contractor Company Name: _____

PRINTED NAME

General Contractor Company Name: _____

PRINTED NAME

LiveRoof Licensed Grower Company Name: _____

PRINTED NAME

Building Owner's Name or Representative of Building Owner: _____

PRINTED NAME

Owner's Address: _____

Name of Building/Project: _____

Building Address: _____

Date LiveRoof® Installation Completed: _____ Size of LiveRoof® (sq ft): _____

Maintenance Contractor Company: _____

PRINTED NAME

Maintenance Contractor Contact Person: _____

PRINTED NAME

Maintenance Contractor Phone Number: _____

Maintenance Contractor Email Address*: _____

Certified Installer Email Address*: _____

Owner's Email Address*: _____

**REQUIRED FOR CONFIRMATION OF WARRANTY REGISTRATION AND TO COMMUNICATE IMPORTANT MAINTENANCE/CARE UPDATES*

TO REGISTER WARRANTY

Completed WARRANTY FORM and PUNCH LIST must be received by LiveRoof, LLC within 60 days of delivery to register warranty.

Fax to (616) 842-3273
Email to sales@liveroof.com
Mail to: LiveRoof, LLC
Attn: Warranty Documentation
P.O. Box 533
Spring Lake, MI 49456, USA

For LiveRoof, LLC Use Only
Registration No: _____
Date Received: _____
Processed by: _____

Disclaimer/Limitation of Remedies and Liability
LiveRoof® Modular Green Roof System

This disclaimer/limitation of remedies and liability applies to the LiveRoof® brand module manufactured and sold by LiveRoof, LLC under the name LiveRoof®. No person representing or purporting to represent LiveRoof, LLC shall be entitled to waive or vary the terms set forth herein, and any attempt to do so shall be void and of no effect.

Warranty

The LiveRoof® module is warranted against material defects and photodegradation for 20 years from the date of installation, provided the system is surrounded by edging, ballast, pavers or parapet.

Suitability/ Particular Applications

Because LiveRoof, LLC does not have control over each particular application of its products, LiveRoof® **makes no warranties express or implied related to the fitness of LiveRoof® products for particular applications and or purposes.** It is the responsibility of the user to determine whether the product is suited to a particular purpose or application, and LiveRoof, LLC recommends consultation with a competent architect or engineer to determine if the LiveRoof® system is suitable for a particular application including but not limited to roof slope, drainage, underlying membranes, load (weight) bearing potential.

LiveRoof LLC makes **no warranty** that products installed by LiveRoof Certified Installers have been installed properly or in accordance with LiveRoof Standardized installation procedures. **Any warranties for product installation and related work, if available at all, are available solely from the actual installer. Only approved licensees of LiveRoof LLC are authorized to sell or install the LiveRoof System.**

Green roofs typically keep roofing membranes wetter than traditional roofs. This is an important consideration when determining what type of membrane and bonding agent/method to use. The choice of waterproofing system (membrane or otherwise) and bonding method should be preapproved with the manufacturer to ensure that it is suited for use in conjunction with the LiveRoof® system. Most manufacturers have indicated to us that their warranties will remain effective when the LiveRoof®

system is used in conjunction with the manufacturer's approved slip sheet/root barrier. LiveRoof® accepts no liability for any issue related to waterproofing systems or bonding methods. The waterproofing system manufacturer should always be consulted before applying any type of green roof system.

Limitation of Remedies and Liability

If the Product is proved to be defective, the exclusive remedy, at LiveRoof, LLC's option, shall be to refund the purchase price of the affected LiveRoof® containers (exclusive of soil and plant material) or timely repair or replacement of affected containers (exclusive of soil, plants or installation). LiveRoof, LLC shall not otherwise be liable for any loss or damages, whether direct, indirect, special, incidental, punitive, or consequential, regardless of the legal theory asserted, including negligence, warranty, or strict liability. LiveRoof, LLC shall have no obligation under this warranty until all invoices for materials & services associated with the green roof system have been paid in full. If LiveRoof, LLC shall elect to repair or replace the defective Product, or refund the purchase price, such election shall not be deemed an admission of liability. Any lawsuit or legal action against LiveRoof, LLC with regard to product must be brought in Ottawa County, Michigan, and Michigan law shall apply to all proceedings.

Grades and Standards

The LiveRoof® system is intended to be delivered in a vegetated condition of approximately 95% coverage. The plants are intended to be of an assortment that is hardy, durable, long-lived and sustainable for your local climate (as advised by your experienced local, licensed LiveRoof® grower). Any arrangement for vegetation with a lesser degree of coverage or plant material other than plants recommended by experienced professional growers may result in suboptimal performance, increased maintenance, and is at the discretion of the system owner.

Similarly, the LiveRoof® system is intended to be supplied with LiveRoof® engineered soil, in accord with established LiveRoof® and German FLL soil specifications. Any deviation from such specifications may result in suboptimal performance; resultant performance is solely at the discretion and responsibility of the system owner.