



STANDARD LIMITED WARRANTY ON MATERIALS

Building Owner:	
Building Name:	
Building Address Line 1:	
Building Address Line 2:	
System(s) Installed:	
Date of Installation:	
Installer:	
Warranty Period:	

Limited Warranty

Columbia Green Technologies, Inc. (“CGT”) warrants to the end purchaser on whose property the CGT system is installed (the “Owner”) that the plants, growing media, and irrigation components sold by CGT to Owner will: (a) meet quality standards customary in the industry; and (b) conform to any specifications agreed to by CGT in writing. The Owner is required to inspect all materials immediately upon receipt and notify CGT of concerns regarding the quality or condition of the material delivered to the site. Once delivery has occurred, the Owner has (3) business days to document and report any damage to CGT and request replacement. Once (3) business days have elapsed without notification, it is assumed that the plant material, irrigation components and growing media have been accepted. CGT is not responsible for replacement of components where damage or defects are due to improper storage, handling or delayed installation on the part of the installer.

CGT warrants to the Owner that all green roof “hard parts” supplied by CGT (i.e., Planted-In-Place Trays, Pre-grown Trays and Layered Green Roof Systems), when installed in accordance with CGT’s technical specifications by an approved CGT installer, will be free from defects in materials and workmanship for the warranty periods set forth below.

- a. The Planted-In-Place Tray system, including hooks, pins, and edge metal (if purchased) is warranted against material defects and photo degradation for a period of (20) years, or the duration of the membrane manufacturer’s warranty, whichever is less.
- b. The Pregrown Tray system, including pins, and edge metal (if purchased), is warranted against material defects and photo degradation for a period of (20) years, or the duration of the membrane manufacturer’s warranty, whichever is less.
- c. The Layered system, including drainage-filter layer, water retention layer, and edge metal (if purchased), is warranted against material defects and photo degradation for a period for a period of (20) years, or the duration of the membrane manufacturer’s warranty, whichever is less.

For the foregoing warranty to apply, engineered growing media and plants used in conjunction with the trays and/or layered system must be purchased from CGT or an authorized CGT supplier. This is for quality control purposes and to ensure the integrity of the underlying green roof system.

Additional Warranty Coverage

The Owner may elect to purchase separately and at additional cost Overburden Warranty (removal and reinstallation of the green roof system in the event of a roof leak) and/or Extended Plant Warranty (plant replacement coverage) at the time of purchase of the primary green roof components.



Disclaimers, Limitations and Exclusions

THE FOREGOING WARRANTIES SHALL NOT APPLY, AND CGT SHALL HAVE NO LIABILITY FOR, DEFECTS OR NONCONFORMITIES CAUSED BY ANY OF THE FOLLOWING:

- FAILURE TO INSPECT COMPONENTS FOR DEFECTS IMMEDIATELY UPON DELIVERY.
- FAILURE TO INSTALL THE GREEN ROOF SYSTEM AND COMPONENTS IN A TIMELY FASHION AND IN ACCORDANCE WITH THE CGT TECHNICAL SPECIFICATIONS.
- ENGINEERED GROWING MEDIA OR PLANTS NOT PURCHASED FROM CGT.
- FAILURE OF THE OWNER TO PROVIDE AN FLL-APPROVED ROOT BARRIER BELOW THE GREEN ROOF SYSTEM.
- FAILURE OF THE OWNER TO PROVIDE REASONABLE CARE AND MAINTENANCE OF THE GREEN ROOF SYSTEM FOR THE DURATION OF THE LIMITED WARRANTY PERIOD, ESPECIALLY TO ENSURE THAT PLANTS AND ENGINEERED GROWING MEDIA COVER THE UNDERLYING GREEN ROOF SYSTEM AS DESIGNED.

THE FOREGOING WARRANTIES SHALL NOT APPLY, AND CGT SHALL HAVE NO LIABILITY FOR, DEFECTS OR NONCONFORMITIES UNLESS THE OWNER PROVIDES CGT WITH WRITTEN NOTICE OF THE DEFECT OR NONCONFORMITY WITHIN 30 DAYS OF DISCOVERY.

IN NO EVENT SHALL CGT HAVE ANY RESPONSIBILITY FOR DAMAGE TO OR DEFECTS IN THE ROOF MEMBRANE SYSTEM BELOW THE GREEN ROOF SYSTEM.

IN THE EVENT THE ROOF MEMBRANE SYSTEM REQUIRES REPAIRS THAT NECESSITATE TEMPORARY DISPLACEMENT OF CGT'S GREEN ROOF SYSTEM, THE OWNER MUST GIVE WRITTEN NOTICE TO CGT AT LEAST 30 DAYS PRIOR TO COMMENCEMENT OF REPAIRS, IN WHICH EVENT CGT WILL ADVISE THE OWNER OF THE METHOD OF REMOVAL AND REINSTALLATION. ANY SUCH REMOVAL AND REINSTALLATION SHALL BE AT THE OWNER'S EXPENSE. ANY REMOVAL OF THE GREEN ROOF SYSTEM OTHER THAN IN ACCORDANCE WITH THIS PARAGRAPH WILL VOID THIS STANDARD LIMITED WARRANTY.

CGT IS NOT RESPONSIBLE FOR DAMAGE CAUSED BY REMOVAL AND REPLACEMENT OF ANY OVERBURDENS, OVERLAYS, OR SUPER STRATA, EITHER PERMANENT OR TEMPORARY, AS NECESSARY TO EXPOSE THE SYSTEM FOR INSPECTION AND/OR REPAIR.

CGT shall have no obligation under this Limited Warranty or otherwise for damage to the green roof system caused by:

- a. Natural forces, disasters, or acts of God including, but not limited to winds in excess of 55 MPH, fires, reflected light or heat, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals;
- b. Any act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or which impair the System's ability to perform as designed;
- c. Failure by the Owner to use reasonable care in maintaining the System including proper hydration and annual maintenance of the growing medium (such maintenance to include, but not be limited to, those items listed on the Columbia Green Maintenance Guidelines).
- d. Deterioration or failure of other building components, including, but not limited to, the roof membrane, roof insulation and structural substrate, walls, mortar, HVAC units, penetrations and other systems that may affect the suitability of the CGT system.
- e. Condensation or infiltration in, through, or around the walls, copings, rooftop, hardware or equipment, building structure or underlying or surrounding materials;
- f. Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the Green Roof System, which damages the System, or which impairs the System's ability to resist proper growing, filtration and protection of the roof membrane below or damage to any component of the green roof system.
- g. Alterations or repairs to the System that are not completed in accordance with CGT's published specifications, not completed by a licensed contractor, and/or where current notification procedures were not followed;
- h. The architecture, engineering, construction, or design of the roof, roofing system, or building. CGT does not undertake any analysis of the architecture or engineering required to evaluate what type of roof system is appropriate;
- i. A change in building use or purpose;
- j. Deterioration to metal roofing materials and accessories caused by marine salt water atmosphere or by regular spray of either salt or fresh water. or
- k. Failure to give timely notice of any claim.



IN NO EVENT SHALL CGT BE RESPONSIBLE FOR ANY REPAIRS TO THE ROOF MEMBRANE SYSTEM, LEAK REPAIRS TO THE ROOF MEMBRANE SYSTEM, OR INVESTIGATION OF LEAKS OF THE ROOF MEMBRANE SYSTEM.

CGT DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY CGT. CGT SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CGT.

THIS STANDARD LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CGT'S ENTIRE LIABILITY AND OWNER'S EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING WARRANTIES SHALL BE REPAIR OR REPLACEMENT OF ANY NONCONFORMING MATERIALS OR COMPONENTS, OR REFUND OF THE PURCHASE PRICE FOR SUCH MATERIALS OR COMPONENTS, IN EACH CASE AT CGT'S OPTION.

Limitation of Liability

IN NO EVENT SHALL CGT BE LIABLE FOR ANY FOR SUBSTITUTE GOODS, LOSS OF PROFIT, DAMAGE TO THE BUILDING OR ITS CONTENTS, DAMAGE TO THE ROOF DECK, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL THE LIABILITY OF CGT EXCEED THE AMOUNT PAID FOR THE SPECIFIC PRODUCT INVOLVED.

Disputes

Any dispute, controversy or claim between Owner and CGT concerning this limited warranty shall be settled by mediation. In the event that Owner and CGT do not resolve the dispute, controversy or claim in mediation, Owner and CGT agree that neither party will commence or prosecute and suit, proceeding, or claim other than in the courts of Multnomah County in the state of Oregon or the United States District court, State of Oregon, Portland division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

Payments Required

CGT shall have no obligation under this standard limited warranty unless and until CGT and the licensed Installer have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the system. In the event that repairs not covered by this standard limited warranty are necessary in the future, CGT reserves the right to suspend this limited warranty until such repairs have been completed and the licensed applicator and/ or CGT has been paid in full for such repairs.

Transfer

This Limited Warranty shall be transferable in connection with the sale of the building on which the Green Roof System has been installed, subject to transfer procedure set by CGT.

Term

The term of this Standard Limited Warranty on Materials shall be for the period set forth above and such term shall not be extended under any circumstances.

Waiver

CGT's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Standard Limited Warranty.

Governing Law

This Standard Limited Warranty shall be governed by and construed in accordance with the laws of the State of Oregon without regard to that State's rules on conflict of laws.

Severability

If any portion of this Standard Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.



Effective Date

This Standard Limited Warranty shall be effective and apply to green roof systems, effective from the date of documented installation.

Authority and Counterparts

Each person signing below represents that he or she has authority to bind Owner or CGT, as applicable. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single agreement. Facsimile signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF CGT. NO OTHER PERSON HAS ANY AUTHORITY TO BIND CGT TO ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

COLUMBIA GREEN TECHNOLOGIES, Inc.

By: _____
Authorized Officer

Title: _____

Date: _____

Owner: _____
Name of Company

By: _____
Authorized Officer

Title: _____

Date: _____

