



A SINGLE SOURCE FOR SINGLE-PLY ROOFING

Roof Garden System Warranty

SAMPLE

Subject to all project information, promises, terms, conditions, limitations, and disclaimers contained in the Versico Total Roofing System Warranty, Serial No. _____, and in this warranty, **Versico, LLC** warrants the performance of the Versico Roof Garden System in the following manner:

For a period of () years from the date of issue, upon the report by the Owner of a leak in the Versico Total Roofing System, Versico shall be responsible, at its cost, for the removal and reinstallation of the LiveRoof® brand container on those portions of the Versico Roof Garden System required to investigate and respond to the warranty service request. Should Versico's investigation reveal the cause of the leak to be outside the scope of the Versico Total Roofing System Warranty, overburden removal and reinstallation costs and the subsequent investigation and repair costs shall be paid by the Owner.

LiveRoof LLC will warrant its modules against material defects and photo degradation for a period of time determined by LiveRoof LLC, not to exceed 20 years.

FURTHER TERMS, CONDITIONS, AND LIMITATIONS

1. THE VALUE OF THE REMEDIES STATED ABOVE SHALL NOT EXCEED, SINGLY OR IN THE AGGREGATE, OVER THE LIFE OF THIS WARRANTY, THE ORIGINAL INSTALLED COST OF THE VERSICO ROOF GARDEN SYSTEM.
2. THE VERSICO ROOF GARDEN SYSTEM WARRANTY IS CONTINGENT UPON THE EXCLUSIVE UTILIZATION OF VERSICO SUPPLIED AND ENDORSED PRODUCTS IN THIS INSTALLATION. THOSE PRODUCTS INCLUDE, BUT ARE NOT LIMITED TO: LIVEROOF PREVEGATED MODULAR GREEN ROOF SYSTEMS.
3. VERSICO DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY VERSICO.
4. THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE VERSICO TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. VERSICO SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

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