

Plant Warranty for GreenGrid Roof (STANDARD)



WARRANTY DURATION: 1 Year plants only (2 years optional, if contracted)

START DATE: Date of Last Delivery

LIMITATIONS: 1 set ("event") of replacement plants per year of coverage, warranty duration does not extend beyond initial term regardless of timing of replacement plant provision. Dollar value of warranty shall not exceed 25% of total system cost.

GREENGRID EXTENSIVE (4.25") and SEMI-INTENSIVE (6") SYSTEMS

This warranty certifies that the plants for this project were delivered in a viable condition and assumes that unloading, hoisting and installation occurred in general accordance with our recommendations while we were onsite to observe said installation, or based on photos provided to WESTON. As a result, the following plant warranty will apply. Please note, however, that any damage resulting from improper storage or handling while WESTON was not onsite is not covered by this warranty. WESTON is the sole entity authorized to make a final determination whether or not evidence of mishandling exists should a warranty claim be filed.

Only plants recommended or approved by WESTON will be warranted. Please note that if nursery availability or additional project information creates a modification to the proposed plant list, any plants substituted at WESTON's direction will also be included within this warranty. Plants not recommended by WESTON will be evaluated to determine if the plant warranty applies.

A plant warranty shall be provided for a period of one (1) or two (2) years following completion of the installation. During that period, WESTON will provide replacement plants to the Owner or its contractor to be planted by their labor force. This plant warranty shall guarantee that a healthy, viable stand of plants is present throughout the green roof system.

WESTON, Inc. will provide plants to replace any areas of the green roof that are not performing as expected during or at the end of this warranty period. The plants selected for any replanting will be based on the observed performance of healthy varieties on the roof. Any variety that failed will not be replaced in kind; however, WESTON will strive to maintain a similar aesthetic if possible with any replacement plants.

The following assumptions are included in the plant warranty described above.

- 1. The warranty on plants shall only be in effect if the proper installation and ongoing maintenance on the green roof is performed per the installation and/or maintenance specifications supplied by WESTON. Unless contracted separately with WESTON, this maintenance is to be performed by others, and costs for such maintenance are not included. Proof of maintenance is required – see attached maintenance log.*

Maintenance logs must be submitted to WESTON as or when ACTIVITIES ARE COMPLETED to maintain warranty coverage. If maintenance logs are not provided, warranty coverage may be voided at WESTON's sole discretion without notice.

GreenGrid is a registered trademark of Weston Solutions, Inc. (WESTON). The GreenGrid® system is a proprietary technology of WESTON in the U.S. and Canada.
U.S. patents 7,997,027 / 8,555,545
Canadian patents 2,416,457 / 2,416,463 / 2,418,262

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- 2. Percent coverage shall not be the basis of the warranty as long as the plants on the green roof are viable and healthy, or unless specifically required by project specifications and acknowledged and contracted as such with Weston at the time of order placement.*
- 3. Edible plants including vegetables and herbs are excluded from this warranty.*

The following warranty exclusions also apply – WESTON is the sole entity authorized to determine whether or not plant failure is the result of these exclusions:

- 1. Acts of God or other potentially catastrophic events (i.e. tornados, hurricanes, extreme drought, hail, pest infestation, etc.) shall not be covered under this warranty. Watering during extended drought of 12 days or more is strongly recommended and is the responsibility of the building owner or contracted maintenance provider. Any evidence of plant failure due to drought is not covered by this warranty.*
- 2. Growth media removed or otherwise disturbed by the building owner or others, rooftop equipment maintenance, or any other rooftop activities unrelated to green roof maintenance, or caused by wind or water scouring or erosion is not covered by this warranty.*
- 3. Plants that have sustained obvious external physical damage or that failed due to being crushed, trampled or covered are not covered by this warranty.*
- 4. Damage due to inadequate weeding is not covered by this warranty.*
- 5. Damage or failure to thrive caused by improper installation, lack of proper fixing, lack of irrigation, wind uplift, etc., is not covered by this warranty.*
- 6. Plants that died due to the application of herbicides, insecticides, fungicides, rodenticides or fertilizers by others not previously approved by WESTON are not covered by this warranty.*
- 7. Plants that died due to inadequate drainage of precipitation from the roof caused by problems associated with waterproofing, roof drain, or gutter performance OR due to evidence of overwatering are not covered by this warranty.*
- 8. Plants that died due to very shady areas not previously identified are not covered by this warranty.*
- 9. Plants that died due to intense reflected light from adjacent building surfaces, heat/cold, or chemical (including deicing) exposure, exhaust vents, runoff from other building surfaces, window washing or from damage caused by animals, birds, etc. are not covered by this warranty.*
- 10. Evidence of failure due to pest infestation or nutrient deficiency and lack of fertilization is not covered by this warranty.*
- 11. Plant damage as a result of green roof removal to access underlayment is not warranted.*
- 12. Curling or lifting of sedum mat edges is not covered under this warranty*

In the unlikely event that a plant warranty claim is necessary, please submit the following information to WESTON prior to the expiration date of the warranty, or as generated where required:

- Photos of the green roof areas in question*
- Approximate square footage, number of modules, and/or number of plants in question*
- Completed log forms documenting maintenance activities were performed in accordance with WESTON recommendations*
- Completed log forms documenting supplemental watering during any extended drought periods. WESTON utilizes publicly available National Weather Service data to determine whether or not an extended drought period occurred in any given area during the warranty period.*

Maintenance logs (as they are completed) and any warranty claims should be submitted via email to jared.markham@westonsolutions.com If you have any questions about the health or status of your roof at any time please do not hesitate to contact WESTON **888-404-4743**. Understanding the maintenance requirements will help to ensure that the green roof functions properly.