



GRO Addendum to the Diamond Pledge NDL Roof Guarantee

GUARANTEE NUMBER

GUARANTEE EXPIRATION DATE

All of the terms and conditions of your _____ (hereinafter, the "Guarantee") remain in full force and effect except as specifically modified by this Addendum.

THE GUARANTEE / SOLE AND EXCLUSIVE REMEDY

Leaks caused by any non-GAF materials, such as the roof deck or non-GAF insulation, are not covered except to the extent that the products manufactured by Green Roof Outfitters LLC ("GRO") are covered by the GRO LIMITED WARRANTY section below.

GUARANTEE PERIOD

This guarantee ends on the expiration date listed above except to the extent that the coverage provided in the GRO LIMITED WARRANTY section below may expire prior to the expiration date, as specifically set forth therein.

GRO LIMITED WARRANTY

The GRO Limited Warranty covers certain GRO green roof components described in the section below entitled **GRO PRODUCTS** (the "GRO Products"). This limited warranty does NOT cover plants, growth media, irrigation, connectors, mechanical components, structural components, electrical components, or other materials placed in or around the GRO Products. Filter, fabric, soil, root barrier, and all other goods sold by GRO other than the GRO Products are sold "as is."

OWNER RESPONSIBILITIES / PREVENTATIVE MAINTENANCE AND REPAIRS

Any equipment or material that impedes any inspection or repair must be removed at your expense so that GAF can perform inspections or repairs, except that GAF will remove and replace the GRO Products if necessary to investigate a leak or claim or to make repairs, by removing no more than 100 square feet of GRO Products at a time. Any GRO Products that have been removed may be temporarily placed on top of adjacent GRO Products.

GRO PRODUCTS

- A. **Built-In-Place Vegetative System Limited Warranty:** GAF warrants that (1) the GRO plastic drain boxes and drain boards shall perform their function of draining and supporting growth media for a period of ten (10) years from the date of installation and (2) the GRO aluminum drain boxes shall perform their function of draining and supporting growth media for a period of fifteen (15) years from the date of installation, in either case provided they are properly surrounded by soil, edging, ballast, pavers, or parapet wall. GAF warrants that at the time of installation, all mineral wool shall meet or exceed the published ASTM standards applicable to the mineral wool and that for a period of three (3) years from the date of installation, all mineral wool, in the form of a roll or blanket, will stay physically stable and will have a natural long-term compression of no more than twenty-five percent (25%) under normal terms of use.
- B. **Paver and Pedestal Limited Warranty:** GAF warrants that the GRO pedestals shall perform their function for a period of three (3) years from the date of installation. Function for the pedestal is defined as not prematurely deteriorating due to weathering. GAF warrants that the GRO wood deck pavers and concrete deck pavers shall perform their function for ten (10) years from the date of installation. Function for the concrete pavers is defined as being reasonably free from defect in material, based on applicable industry standards. Function for the wood pavers is defined as reasonably keeping their structural integrity of supporting normal pedestrian loading, within accepted tolerance, when installed correctly. Placing any GRO pavers on non-GRO pedestals or non-GRO-approved pedestals voids this limited warranty. After three (3) years, GAF maximum liability with respect to the wood deck pavers and concrete deck pavers shall be reduced by a factor of ten percent (10%) per year of the original purchase price of such paver. GAF offers no warranty with respect to porcelain deck pavers.
- C. **Module Limited Warranty:** GAF warrants that each GRO module shall perform its function of containing growth media for a period of ten (10) years from the date of installation, provided it is properly surrounded by soil, edging, ballast, pavers, or parapet wall.
- D. **Aluminum Edging Limited Warranty:** GAF warrants that the aluminum edging shall be free from manufacturing defects and product failure for a period of fifteen (15) years from the date of installation, provided it is properly surrounded by soil, edging, ballast, pavers, or parapet wall.
- E. **Vegetation Limited Warranty:** GAF warrants that the sedum tiles and plugs shall be free from material defect for a period of two (2) years from the date of installation, so long as there is a maintenance contract in place and the maintenance plan is followed and documented in accordance with GRO's specifications.

EXCLUSIVE REMEDY

In the event that the GRO Products do not perform as specifically set forth above, the sole responsibility of GAF shall be to provide replacement GRO Products for that portion of the GRO Products not performing as warranted, or at the sole option of GAF, the cash value of said GRO Products. Decisions as to the extent of replacement GRO Products required will be made solely by GAF. The remedy under this limited warranty is available only for that portion of the GRO Products which are not performing as warranted at the time of settlement. The replacement GRO Products, as well as any remaining GRO Products, will be warranted only for the remainder of the original warranty period. The color, size, or design of any GRO Products may be changed or discontinued without liability or notice, therefore replacement GRO Products may not be an exact match to the remaining GRO Products. Repair or replacement of materials other than the GRO Products is NOT included. GAF MAXIMUM LIABILITY under this limited warranty is the original cost of the GRO Products only.

EXCLUSIONS FROM COVERAGE

This Limited Warranty does NOT cover conditions caused by anything other than a failure of the GRO Products to perform as warranted above. Without limiting the generality of the foregoing, this limited warranty does not cover damage, defect, or deterioration of any kind caused by any of the following:

1. Any condition listed as an "Exclusion from Coverage" in the underlying Guarantee.
2. Non-compliance with GRO's published instructions.
3. Improper storage, installation, handling, use, and/or fabrication of the GRO Product(s).
4. Unreasonable or unintended use of the GRO Product(s).
5. Normal color fading of the aging GRO Products (which fading may be irregular or non-uniform).
6. Minor conditions such as strains, scratches, or the like.
7. Airborne strains, mold, and mildew accumulations.
8. Improper maintenance.
9. The erection or construction of any additional installation in or through the GRO Products after installation, unless approved in writing in advance by GRO and GAF.
10. Costs associated with any plants, growth media, filter fabric, or other materials installed in or around the GRO Products.
11. Costs to remove, uninstall, disassemble, reassemble, reinstall, replant, or dispose of GRO Products.
12. Unusual weather conditions or natural disasters including, but not limited to, winds in excess of 55 miles per hour, hail, floods, hurricanes, lightning, tornadoes, and earthquakes.

OTHER CONDITIONS AND LIMITATIONS

The obligations of GAF under this limited warranty shall not be in effect unless the GRO Products are installed in accordance with GRO's specifications and all invoices have been paid in full. Any repair or replacement of a Product by any party other than GRO without prior written authorization from GRO will void this limited warranty. Failure to permit GRO or its representatives to make inspections shall void this limited warranty. The color, size, or design of any GRO Products may be changed or discontinued without liability or notice. It is the responsibility of the user to determine whether the GRO Products are suited to a particular purpose or application, and neither GAF nor GRO makes any express or implied warranty related to the fitness of the GRO Products for any particular applications or purposes. Neither GAF nor GRO accepts any liability for any roof-related issues, including, but not limited to, waterproofing systems, bonding methods, load bearing capacities, module installation, overburden, underlying membranes, or issues with any other component. No representative of GAF or GRO has the authority to make any representation, warranties, or provisions except as stated herein.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

The Section of the Guarantee entitled "Limitation of Damages; Mediation; Jurisdiction; Choice of Law" shall be expressly deemed to apply to claims against GRO.

