



Between the World
and The Weather
Since 1928

BLACK PEARL GreenRoof-Rooftops® LIMITED WARRANTY

WARRANTY: THE BARRETT COMPANY, INC. (Barrett), does hereby warrant to the building Owner (Owner) that subject to the terms, conditions and limitations stated herein, its Barrett **Black Pearl** Membrane Components (the product), which has been installed by a Barrett authorized applicator, will remain in a watertight condition for a period of _____ () years from the date of completion indicated hereinafter.

In the event of failure of the product to function as warranted, whether caused by the Approved Applicator's workmanship or defective product, Barrett will make or cause to be made such repairs and maintenance necessary to enable the product to perform as herein warranted. Barrett's repair obligations over the life of this warranty are limited to the Owner's original cost of the product.

CONDITIONS OF THE WARRANTY: Barrett's obligations to repair and maintain the product under this warranty shall not be in force or effect unless a) Barrett is notified, in writing, by certified or registered mail, of any failure of the product covered by this warranty within thirty (30) days following such failure, b) the product is installed in accordance with Barrett's written specifications by a Barrett authorized roofing applicator, c) the Applicator and material supplier's have been paid in full all bills for installation, product and services; d) no alteration or repairs are made without prior written approval of Barrett; and e) if a warranty claim is filed and investigation determines the claim is not valid or covered under this warranty, it is agreed that all costs of investigation shall be the responsibility of the Owner.

LIABILITIES EXCLUDED FROM COVERAGE OF WARRANTY:

- A. Barrett assumes no liability for damage to 1) the deck or other base over which the Product is installed, 2) the building structure or the interior contents, 3) any other property or person 4) nor any incidental or consequential damages including but not limited to mold, bacterial and all other toxicity or pollution claims, 5) structural calculations or dew point calculations.
- B. Barrett assumes no liability for any failure of the product resulting from 1) natural disasters and acts of God, including, without limitation, floods, lightning, hurricanes, high winds, earthquakes, earth tremors, tomados, gales or windstorms with gust wind speeds in excess of 70 miles per hour, hail and fire of any origin or causes, 2) structural defects of the building on which the Product is installed, 3) improper application or failure of any component underlying the Product or associated metal work, 4) changes in the original principal usage to which the building is put, unless approved in advance, in writing by Barrett, 5) the erection or construction of any additional installation in or through the Product prior to or after the completion date, unless done by a Barrett approved applicator in the manner prescribed and accepted by Barrett, 6) failure of Owner or lessee to use reasonable care in maintaining the Product, including acts of negligence, vandalism, abuse or misuse; and 7) chemical attack from industrial or unusual contaminants which have not been first approved and accepted, in writing, from Barrett, 8) water entry from pitch pans, adjoining materials or surfaces which are not waterproofed with Barrett products; 9) base flashings of less than eight inches in height or in excess of 18 inches in height, and 10) damage or loss due to animal, microbial, mold, algae, virus or other invasive forces.
- C. **SPECIAL CONDITIONS:**
 - 1). Attached insulation warranty endorsement and/or paver endorsement is/are a component part of the system warranty.
 - 2). Any Greenroof•Rooftops® "Rooflite®" soils as supplied by Skylands, USA, or other Approved Supplier, installed as a part of this system, are warranted to be within specification limits at the time of shipment only. Environmental exposure will change the chemistry and physical properties of soils, sometimes in unpredictable ways. Soils should be tested by the Owner annually as part of the Owner's maintenance plan.
 - 3). Any vegetation sold as a part of this assembly is warranted to provide at least fifty percent (50%) thrive coverage after one (1) year period, and eighty percent (80%) thrive coverage after two years commencing on the date of installation. In the event such thrive coverage is not attained, Barrett's sole responsibility shall be limited to providing the Owner with sufficient plant material of like or similar characteristics that, when sown properly, will grow to provide the coverage as warranted. After the expiration of the second year of exposure, Barrett Company shall have no further liability or responsibility to the Owner regarding vegetation survivability. Barrett's plant coverage for the Greenroof•Rooftops® is only valid and in force when a maintenance contact is in place with a qualified landscape installer and rigorously complied with. The maintenance required by Barrett in order for this warranty to remain in force is defined in Barrett's Greenroof•Rooftops® Maintenance Requirements and Report Forms **attached hereto** as an integral part of this agreement.
 - 4.) Other:
- D. **ACCESS:** During the term of this warranty, Barrett, its agents or employees shall have free access to the installation area during regular business hours.
- E. **WAIVER:** Barrett's failure at any time to enforce any of the terms or conditions, stated herein, shall not be construed to be a waiver of such provisions.
- F. **ASSIGNABILITY:** This warranty shall accrue only to the Owner named herein.

NO OTHER WARRANTY: BARRETT MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY EXCEPT AS PROVIDED HEREIN. BARRETT WILL NOT BE LIABLE OR OBLIGATED FOR ANY LOSS OR DAMAGE, CONSEQUENTIAL OR INCIDENTAL, OR OTHER DAMAGE ARISING DIRECTLY OR INDIRECTLY IN RESPECT TO BARRETT MATERIALS OR THE USE OR FAILURE THEREOF, WHERE BASED ON BREACH OR WARRANTY OR NEGLIGENCE. BOTH PARTIES CONSENT TO THE CONTRACT LANGUAGE HEREIN AND NEITHER PARTY SHALL BE PREJUDICED BY ANY LANGUAGE AMBIGUITY DUE TO AUTHORSHIP. THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDY TO THE OWNER.

NO REPRESENTATIVE OF BARRETT HAS AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISES EXCEPT AS STATED HEREIN.

Barrett shall have the sole and exclusive right of good faith determination of warranty applicability.

SHOULD THE OWNER FAIL TO PROPERLY EXECUTE AND RETURN A SIGNED COPY OF THIS DOCUMENT WITHIN NINETY (90) DAYS OF ISSUANCE DATE, THIS WARRANTY OFFER SHALL BE NULL AND VOID IN ITS ENTIRETY AND ANY PRODUCTS SOLD HEREUNDER SHALL BECOME A MATERIALS ONLY SALE WITHOUT WARRANTY OR GUARANTEE AS EXPRESSLY PROVIDED FOR ON BARRETT INVOICES AND TERMS OF SALE.

Name of Building:

Building Address:

Project #:

Owner's Name:

Owner's Address:

Name of Approved Applicator:

Address of Approved Applicator:

Name of Landscaper:

Address of Landscaper:

DESCRIPTION OF DECK WARRANTED

Date Project Began:

Specification No.:

Date Waterproofing Completed:

Type of Deck:

Date Planting Completed:

Slope of Deck:

Total Area Under Warranty:

Use of Deck:

Square Feet of Greenroof:

Building use below deck:

Square Feet of Pavers:

Paver Supplier:

Square Feet of Other:

Design Weight Per Ft.² (Saturated):

Insulation Manufacturer, Type:

Thickness and psi of Insulation:

Soil Supplier:

Type and Thickness of Soil:

Water Source:

Irrigation:

Vegetation Supplier:

Vegetation Species:

IN WITNESS WHEREOF, THE BARRETT COMPANY, INC. HAS CAUSED THIS DOCUMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVE THIS _____ DAY OF _____, 201__.

BUILDING OWNER ACKNOWLEDGMENT AND ACCEPTANCE

BARRETT COMPANY, INC.
2926 Chester Avenue
Cleveland Ohio, 44114

BY: _____
(Please print or type)

BY: _____
Eric Horstman
Divisional Manager

TITLE: _____

SIGNATURE: _____

DATE: _____, 201__

f