

## GENERAL TERMS, CONDITIONS, AND LIMITATIONS

**Warranty No:**

**Project No:**

**Start Date:**

**Issue Date:**

**Building Identification:**

**Building Address:**

**Building Owner:**

**Installing Contractor:**

Subject to the terms, conditions, and limitations set forth herein, Holcim Solutions and Products US, LLC, an Indiana limited liability company ("Holcim"), provides the Building Owner ("Owner") named above with this Limited Warranty for the Holcim provided Elevate System(s) or Material(s) set forth herein. This Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that any inconsistencies exist between the General Terms, Conditions, and Limitations listed below and the Terms, Conditions, and Limitations in subsequent pages, the subsequent pages will prevail.

### GENERAL TERMS, CONDITIONS, AND LIMITATIONS

**Payment Required.** Holcim shall have no obligation under this Limited Warranty unless and until Holcim and the licensed Elevate applicator 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 or Materials. In the event that repairs not covered by this Limited Warranty are necessary, Holcim reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed Elevate applicator and/or Holcim has been paid in full for such repairs.

**Exclusions.** Holcim shall have no obligation under this Limited Warranty, or any other liability, now or in the future, if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, downbursts, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Material or which impair the System or Material's ability to perform properly; Failure by the Owner to use reasonable care in maintaining the System or Material, said maintenance to include, but not be limited to, those items listed in the current version of the Elevate Building Owner's Manual available at [www.holcimelevate.com](http://www.holcimelevate.com) in the Building Owner's Toolbox; Deterioration, defects, or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, etc.; Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals, or the reaction between them; Alterations or repairs to the System or Materials that are not completed in accordance with Holcim's published specifications, not completed by a licensed Elevate applicator and/or completed without proper notice to Holcim; The design of the System: Holcim does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; Failure of any materials not manufactured or provided by Holcim used in the Elevate System or Installation not specifically accepted in writing by Holcim to be included in coverage; Change in building use or purpose; Failure by the licensed Elevate applicator or any additional contractor or subcontractor to follow Holcim's recommended installation instructions or approved specifications or drawings for the layout, design and installation of the System or Materials. It shall be the licensed Elevate applicator's sole and exclusive responsibility to strictly follow Holcim's recommended installation instructions or approved specifications or drawings for the layout, design and installation of the System or Materials; or, Failure to correct all installation deficiencies listed in any Holcim inspection report.

**Overburden.** Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation, and repair of the System or Materials, excluding ballast or pavers accepted by Holcim or overburden specifically included in subsequent pages of this Limited Warranty.

**Term.** The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Holcim's written approval.

**Access.** During the term of this Limited Warranty, Holcim's employees or designees shall have free access to the building for inspection, audit, or repair purposes during regular business hours with reasonable advance notice. In the event that access is limited due to security, tenant concerns or other restrictions, Owner shall reimburse Holcim for all reasonable costs incurred during inspection and/or repair of the System or Material that are due to delays associated with said restrictions.

**Waiver & Severability.** Holcim'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 Limited Warranty. If any portion of this 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 to the fullest extent permitted by law.

**Disputes.** Any dispute, controversy, or claim between Owner and Holcim concerning this Limited Warranty or relating to any material(s) supplied by or required by Holcim shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Holcim do not resolve the dispute, controversy, or claim in mediation, Owner and Holcim agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. Owner hereby releases Holcim from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

**Governing Law.** This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflicts of laws.

HOLCIM DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY HOLCIM. HOLCIM 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 HOLCIM. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HOLCIM HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST HOLCIM AND HOLCIM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES, OR THE ROOF DECK. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF HOLCIM. NO OTHER PERSON HAS ANY AUTHORITY TO BIND HOLCIM WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.  
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

Holcim Solutions and Products US, LLC ▪ Attn: Warranty Services  
26 Century Boulevard ▪ Suite 205 ▪ Nashville, TN 37214  
800-428-4442 ▪ [holcimelevate.com](http://holcimelevate.com)

1001.001.2024

## SKYSCAPE™ VEGETATIVE ROOFING SYSTEM LIMITED WARRANTY

Warranty No:

Project No:

Start Date:

Issue Date:

Building Identification:

Building Address:

Building Owner:

Roofing Contractor:

Roof Area Name

Skyscape Materials – XX Years – Extended Plant Life

Square Footage:

Holcim Solutions and Products US, LLC, an Indiana limited liability company ("Holcim"), warrants to the Building Owner ("Owner") named above that Holcim will, subject to the Terms, Conditions and Limitations set forth herein, warrant the performance of the SkyScape Vegetative Roofing System ("System") as follows:

**MATERIALS.** The Elevate branded SkyScape vegetative components (Components), including but not limited to vegetation trays, hooks, pins, filter layer, retention layer, drainage layer, root barrier, and/or slip sheet, will not deteriorate to the point of failure due to normal weathering. If upon investigation, Holcim determines that the materials have so deteriorated, such Components will be replaced. Holcim-provided plants properly installed in Holcim-provided engineered growing medium will cover no less than 80% of their original installed coverage area for a period of ninety (90) days from the date of installation, conditioned on Owner's keeping all such vegetation appropriately hydrated and inspecting the System weekly (and contemporaneously compiling a written log verifying such hydration and inspection) during such 90-day period. If coverage is less than 80% during the ninety (90) day period, Holcim will take steps to restore plant coverage to its installed condition.

**24-MONTH PLANT LIFE COVERAGE.** If the System vegetation does not cover at least 50% of the garden roof area twelve (12) months from the date of installation, and at least 80% of the garden roof area twenty-four (24) months from the date of installation, Holcim will take such steps to restore plant coverage to the stated percentages.

### TERMS, CONDITIONS, AND LIMITATIONS

**Products Covered.** The System shall mean only the Elevate branded Components, Elevate branded plants, and Elevate branded engineered growing medium when installed in accordance with Holcim's technical specifications by a licensed Elevate applicator over an Elevate roofing system with an active Red Shield™ Warranty. Any materials not manufactured or supplied by Holcim are not covered under this SkyScape Vegetative Roofing System Limited Warranty ("Limited Warranty").

**Notice.** In the event of a qualifying claim, Owner must give notice to Holcim Warranty Services ("Warranty Services") in writing or by telephone within thirty (30) days. By so notifying Holcim, Owner authorizes Holcim or its designee to investigate the condition of the System at its option.

**Investigation.** If upon investigation, Holcim should determine that the claim is excluded under the Terms, Conditions, and Limitations set forth herein, Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. Owner is responsible for completing repairs not covered by this Limited Warranty. Failure by the Owner to have unwarranted repairs made using a licensed Elevate applicator within a reasonable time shall render this Limited Warranty null and void.

**Limitations.** If upon investigation, Holcim determines that the condition of the System is not excluded under the Terms, Conditions, and Limitations set forth herein, Owner's sole and exclusive remedy and Holcim's total liability shall be limited to the corrective actions listed above. Holcim's obligations over the life of this Limited Warranty are limited to Owner's original installed cost of the System.

**Exclusions.** Holcim shall have no obligation under this Limited Warranty if a claim or damage is caused by: Hail, winds, or wind-blown debris; Failure by Owner to use reasonable care in maintaining the System. Said maintenance to include, but not limited to, recommendations in the document titled SkyScape Vegetative Roof Systems Maintenance Plan and Checklists found in the Building Owner's Toolbox on our website at [www.holcimelevate.com](http://www.holcimelevate.com); Roof traffic or storage of materials or equipment on the roof not specifically accepted in writing by Holcim; or Failure to give proper notice to Holcim Warranty Services as set forth herein.

**Transfer.** This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Holcim.

**Alteration.** Owner shall notify Holcim in writing upon making any alterations to the System, or installing any structures, fixtures, or utilities on or through the System after installation. Failure to obtain Holcim's approval for a System modification, or failure to provide required documentation, shall render this Limited Warranty null and void.

**HOLCIM SOLUTIONS AND PRODUCTS US, LLC**

By:

Authorized  
Signature: \_\_\_\_\_

SAMPLE

Title:

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.

ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

SAMPLE