



DeepRoot Green Infrastructure, LLC
101 Montgomery Street, Suite 2850
San Francisco, CA 94104

www.deeproot.com
415 781 9700
415 781 0191

Warranty

DeepRoot® warrants to Contract Construction, the purchaser of its Silva Cell™ product, for the Williams Brice Stadium project, that such product will be free from defects in materials and workmanship, and perform to DeepRoot's written specifications for the warranted product, when installed and used as specifically provided in the product's installation guidelines for a period of 20 years from the date of purchase. This warranty does not cover wear from normal use, or damage caused by abuse, mis-handling, alterations, improper installation and/or assembly, accident, misuse, or lack of reasonable care of the product. This warranty does not apply to events and conditions beyond DeepRoot's control, such as ground subsidence or settlement, earthquakes and other natural events, acts of third parties, and/or Acts of God. If this warranty is breached, DeepRoot will provide a replacement product. Incurred costs, such as labor for removal of the original product, installation of replacement product, and the cost of incidental or other materials or expenses are not covered under this warranty.

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Some provinces do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other legal rights, which vary from province to province in Canada.