



## LiveWall Disclaimer/Limitation of Remedies and Liability for LiveWall and LiveFence Modular Green Wall System

This disclaimer/limitation of remedies and liability applies to all LiveWall modular planted living wall products and LiveScreen and LiveFence products manufactured and sold by LiveWall, LLC under the name of LiveWall, LiveScreen or LiveFence. No person representing or purporting to represent LiveWall, LLC shall be entitled to waive or vary the terms set forth herein, and any attempt to do so shall be void and of no effect.

### Warranty

The LiveWall WallTer module is warranted against material defects and photo degradation for 10 years from the date of installation. The RainRail™ mounting bracket is warranted against material defects for 10 years from date of installation. Color of WallTer planters MAY lighten with exposure to U.V.

### Suitability/Particular Applications

Because LiveWall, LLC does not have control over each particular application of its products, LiveWall **makes no warranties express or implied related to the fitness of LiveWall products for particular applications and or purposes.** It is the responsibility of the user to determine whether the product is suited to a particular purpose or application, and LiveWall, LLC recommends consultation with a competent architect or engineer to determine if the LiveWall system is suitable for particular conditions related to but not limited to wall design, sun/shade orientation, potential of wind damage, and propensity for mold/mildew. LiveWall does not assume any liability for damage or injury resulting from system component, stationary or falling, or from soil, plant matter, snow, ice, etc., or components of the LiveWall system falling or dislodging from an installation, or from injury due to anyone climbing upon the LiveWall system. **Furthermore, LiveWall, LLC assumes no liability for slippery or wet surfaces under or around its products.**

LiveWall, LLC makes **no warranty** that products installed by installers have been installed properly or in accordance with LiveWall standardized installation procedures. **Any warranties for product installation and related work are available solely from the actual installer.**

Vegetated walls typically keep wall membranes wetter than traditional walls. This is an important consideration when determining what type of membrane and bonding agent/method to use. The choice of moisture barrier (breathable membrane or otherwise) and bonding

method should be pre-approved with the manufacturer to ensure that it is suited for use in conjunction with the LiveWall system. LiveWall accepts no liability for any issue related to construction components, moisture barrier systems or bonding methods. The waterproofing system manufacturer should always be consulted before applying any type of green wall system. LiveWall accepts no liability for moisture, mold, mildew, insects or animals.

### Limitation of Remedies and Liability

If the product is proved to be defective, the exclusive remedy, at LiveWall, LLC's option, shall be to refund the purchase price of the WallTer container (exclusive of soil and plant material) or to timely repair or supply of replacement containers (exclusive of soil and plants). LiveWall, LLC shall not otherwise be liable for any loss or damages, whether direct, indirect, special, incidental, punitive, or consequential, regardless of the legal theory asserted, including negligence, warranty, or strict liability.

If LiveWall, LLC shall elect to repair or replace the defective product, or refund the purchase price (exclusive of soil and plants), such election shall not be deemed an admission of liability. Any lawsuit or legal action against LiveWall, LLC with regard to product must be brought in Ottawa County, Michigan, and Michigan law shall apply to all proceedings.

### Plant Grades and Standards

The LiveWall system is intended to be delivered in conjunction with empty or vegetated WallTer™ Inserts. The plants are to be an assortment of plants that is suitable for the intended purpose. They may be annuals, perennials, long lived succulents, herbs, vegetables, medicinals, or tropical plants. Any warranty for vegetation must come from the local LiveWall® Grower/Distributor or maintenance provider. Any such warranty may vary from grower to grower (independent of LiveWall, LLC). Typically plant warranties from growers are associated with additional charges and the adherence to and documentation of specific maintenance practices.

The LiveWall system is intended to be supplied with LiveWall's LiveSoil™ engineered soil, in accord with established specifications. Significant deviation from such specifications may result in suboptimal performance, and resultant performance is solely at the discretion and responsibility of the system owner. LiveWall reserves the right to modify its soil formulations, formulate by subcontractor, or adapt formulations regionally based upon climate, water quality, codes, and regionally available materials.