

IMPORTANT WARRANTY INFORMATION

PLANT MATERIAL GUARANTEE

Kimmell's Premier Landscapes warrants our plant material to be true to name and size according to accepted industry standards. We sell materials with hardiness tolerance suitable to this area. If a requested plant has a hardiness zone rating which is less tolerant, we will let you know and a substitute will be recommended; otherwise, the plant will be excluded in writing from the guarantee.

Upon completion of your landscaping, you will receive general landscape and watering instructions.

Maintaining your new landscape is not difficult. Simply refer to our tips and if you have any questions please call. Occasionally, plants will not survive the process of transplanting. We will gladly replace them at no charge.

Within the following schedule, we guarantee to replace, any plant installed at regular price by Kimmell's Premier Landscapes that fail to grow. Replacement is limited to one time.

- One (1) year limited guarantee is provided for all woody plant material, perennials, and ground covers.
- Annuals, bulbs, seed, and sod are excluded from this warranty.

A salesperson or foreman will inspect the project site at the time of installation or after job completion. You will be notified of any concerns or visible complication regarding plants or construction materials.

WHAT IS NOT INCLUDED IN THE GUARANTEE:

- Replacement of any plant when the account is past due or has not been paid according to terms.
- Replacement of plants that die as a result of an Act of God or are affected by abnormal and/or extreme weather conditions, such as drought, prolonged subzero temperatures, early and late season severe freezes, floods, damaging winds,

etc.

- Replacement of plants that are damaged or die as a result of insect infestation or disease (If you notice a problem contact us right away and we can provide a solution)
- Replacement of plants that are injured or die as a result of improper cultural practices, such as over or under watering, over fertilization, damage from chemical applications, etc.
- Replacement of plants that we planted, by request, in areas which receive reduced amount of natural rainfall or none at all. Plants that are not well suited to our temperature zone or soil conditions. If any of these plants are requested, they will be excluded in writing.
- Any transplanted plant from the customer's property.
- Kimmell's Premier Landscapes is not responsible for removing staking or guying wires. The homeowner should remove all stakes and guy wire one year from installation.

Please notify Kimmell's Premier Landscapes immediately upon observing symptoms or plant decline, including wilting, leaf or needle drop, discoloration of leaves or woody stems, insect infestations, etc. This allows us to quickly determine possible causes of stress and recommend solutions.

Plant materials, which do not survive and require replacement, will be replaced as they become available and as our schedule permits.

HARDSCAPE GUARANTEE

All stone and brick work will have a one (1) year workmanship warranty, no warranty thereafter. This covers settling, and structural cracks. Hairline cracks will not be repaired.