

Warranty Information

Three Brothers Landscaping, Inc. will provide and install plants in good health and appropriate for their light, soil and moisture condition by their location. The survivability and flourishing of your plants is dependent upon a partnership between Three Brothers Landscaping, Inc. and the

Homeowner. Healthy plants, professionally installed, are our responsibility. Care and maintenance of the plant material are the Homeowner's responsibility. See our care manual for more information

<u>Softscaping/Plant Material – (1) Year Warranty</u>

If a plant should die and you believe it was not your responsibility, you should call our office and give the name of the plant(s) lost. If the failure was not due to lack of proper care we will replace the dead item at no additional charge. Replacement of the deceased plant will be with a plant approximate to the size of the original plant at the time of the original planting. Where it is not possible to obtain an identical size, the best effort will be made to obtain a plant of the nearest size. In the event where a plant of the original type is unavailable a substitution of equal value and similar to, or as to give the same effect as the original plant, at the judgement of Three Brothers Landscaping, Inc. will be installed. If certain conditions caused the original plant to fail a plant substitution may be made to account for this condition. No charge will be made for material or labor if the plant meets the condition for warranty stated above.

Plants will be replaced one time only. Replacements are not warranted. This warranty cannot be transferred, nor will there be any cash refunds. This warranty will be permanently voided on past due accounts and do NOT cover the following materials:

- Deciduous trees 3" caliper and conifers 8' or larger are excluded from the full labor warranty. These trees will have a planting charge the same as the original labor charge.
- Tender plants such as perennials, annuals, potted plants, Rhododendrons/Azaleas and any non-zonal plants

Hardscaping and Landscape Features

We are craftsman when it comes to the art of hardscape design and professional installation. Out craftsmen take pride in the work they do and it shows on every project we work on. We will never rush a project and we strictly adhere to the highest industry standards and manufacturer specifications and stand behind our work for a minimum of (4) years. Our warrantied work includes any sinking, shifting or settling of pavements and walls within industry tolerances.

Working parts of water, fire and lighting features of the landscape installed by Three Brothers Landscaping, Inc. have a (1) year warranty on labor plus the manufacturer's warranty on parts.

Warranty Exclusions

Warranty will NOT be made for the following conditions:

- Neglect or mistreatment by the customer, including, but not limited to, improper irrigation (over or under watering), spraying
- of chemicals or applications of fertilizer or products not approved by Three Brothers Landscaping, Inc, damage by pets or children, or any intentional or accidental misuse.
- Acts of nature including but not limited to hail, fire, flood, tornado, vermin (including voles, moles, squirrels and rabbits), deer, or extreme and/or prolonged temperature swings.
- Roses attacked by the 'Rose Rosette' Virus, for which there is no preventative or cure.
- Damage by others, including contractors or utilities performing work in the area, whether or not it is at the direction
 of the client.
- Conditions not present at the time of original work, including but not limited to changes in drainage patterns due to
 work on neighboring properties, removal or addition of trees that affects light conditions, or removal of walls or
 retaining structures.
- Existing conditions undisclosed by the client to Three Brothers Landscaping, Inc's representative at the time of design or installation.
- · Acts of terrorism, foreign or domestic.
- There is no warranty on any transplanted (relocated) plant material.