



**Limited Warranty for Services**

- a. This warranty is made in favor of the original purchaser, only, and is effective only if all amounts due from Purchaser, on this Proposal and Contract and any other proposal or contract, are fully paid within 30 days after invoice dates.
- b. Woody plant materials (i.e., trees and shrubs) purchased and planted by Contractor are warranted to live for one year from date of purchase, provided that reasonable care is given to plants by Purchaser according to Contractor's instruction.
- c. Contractor warrants that supplies and materials living or non-living are true to name and of satisfactory condition upon arrival to the site.
- d. The woody plant materials warrantee does not apply to the following items and circumstances.
  - any transplanted plant on site
  - plants planted in pots and/or raised planters
  - plants suffering from mechanical and/or physical damage
  - theft of plants following installation
  - unforeseen acts of God, such as:
    - extreme drought conditions, as described by the National Weather Service within a 6-month period following installation, for a time period extending more than two weeks.
    - airborne or soilborn diseases and funguses as diagnosed by a certified Arborist.
    - insect and/or animal damage as diagnosed by a certified Arborist.
    - watering restrictions as described by regional authorities, relative to the geographic location of the site, that prohibit the ability to follow contractor's care instructions.
  - bulbs and herbaceous plants (i.e., groundcovers, vines, perennials, annuals, ornamental grasses, wild flowers, turf grass, field grass, sod, and aquatic plants) being of perishable nature and delicate.
- e. No maintenance of planting beds, plant materials, lawns, and/or meadows is included. Maintenance not included refers to, but is not limited to, weeding, watering, disease and insect control, and fertilizing.
- f. The Purchaser is responsible to monitor and inspect the plant performance. The Purchaser must notify in writing any changes in appearance which indicates that the plant is beginning to go under stress and may die in order to receive 100% of the warrantee. The Contractor will warrantee 50% of plant material that is dead upon Purchaser's notification. In no event shall our liability exceed the original price of plants purchased.
- g. Claims made properly within the warranty for woody plant materials will be satisfied by a one-time replacement with plants of the type and size originally specified, by the end of the warranty period or as soon thereafter as weather conditions and availability of plants permit. The replacement plant will not be warranted. Contractor will decide, applying trade standards, whether or not a plant requires replacement.
- h. Contractor warrants non-living items (i.e., walks, patios, walls, decks, trellaces, etc.) to be of quality construction and warrants workmanship for one year following date of purchase. Defects that may develop with materials and/or hardware will be the sole responsibility of the Purchaser.
- i. **THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HERIN WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE.** No representative or warranty, express or implied, made by any sales representative or other agent or representative or the contractor which is not specifically set forth herein shall be binding upon the contractor. Contractor shall not be liable for any incidental or consequential damages, losses or expenses directly or indirectly arising from the execution of the work listed in this proposal or from any other cause relating thereto and contractor's liability hereunder, in any case, is expressly limited to the repair or replacement (at contractor's option) of goods not complying with this agreement or, at contractor's election to the repayment or crediting of buyer with an amount equal to the purchase price of such goods whether such claims are for breach of warranty or negligence.

Client Initials: \_\_\_\_\_ Date: \_\_\_\_\_

ELA Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Exhibit A