

## **EASTROCK LANDSCAPE LIMITED WARRANTY**

**IRRIGATION SYSTEMS - TWO YEARS** - Contractor will repair any defective part during this time period. Owner is responsible for maintenance such as adjustments to nozzles, head settlement, cleaning of drip emitters /filters, cleaning debris from valves / nozzles / emitters, irrigation controller adjustments and future changes to system do to plant growth. Valves, emitters, nozzles or the like affected by sediment in the water are not warranted.

**DRAINAGE SYSTEMS - TWO YEARS** - Contractor will repair any defective part during this time period. The drainage system is designed to carry surface water to the front street area or an approved disposal area. The system design is to meet normal amounts of surface water or subsurface water (if French Drain is installed) from the landscape and carry it to an acceptable disposal area like the storm drainage system located under the main streets. It is the owner's responsibility to make sure the system is maintained properly by cleaning out basins and keeping debris from clogging the drain line.

**LIGHTING SYSTEMS - TWO YEARS** - The contractor will repair any defective product during this time period. Owner is responsible for replacing burned out light bulbs or repairing damaged wires occurring after installation. Fixtures, products or wiring purchased or supplied by owner are not included as part of the warranty. Fixtures can be damaged by installing the wrong bulb wattage and will void warranty. Outdoor lights may collect condensation on the glass lenses and face plates due to moisture and temperature change. This is considered a normal process.

**ELECTRICAL - TWO YEARS** - The contractor will repair any electrical defective product during this time period.

**PAVERS - TWO YEARS** - The contractor will repair any defective product during this time period. Paver products are inherently subject to chipping, discoloration, staining and lack of uniformity of color. These conditions are not considered defective. Raising or settling which results from expansive or preexisting insufficiently compacted soils is not warranted. Joint Sand (standard or polymeric) must be maintained by the home owner and is a non warranted item. Contractor is not responsible for any damaged caused by nature such as earthquakes or damaged caused by owner or agent(s) of the owner. Sealing helps to protect your pavers from stains and fading.

**CONCRETE - TWO YEARS** - The contractor will repair structural defects during this time period. Concrete will crack and is usually limited to cracking in the control joints but cracks can occur in places other than control joints. Concrete products are inherently subject to cracking, chipping, pop outs, efflorescence, discoloration, staining and lack of uniformity of color. Uneven concrete flat-work that exceeds depressions of ¼ of an inch in 36 inches, scaling and spalling that is less than 20% of the surface area are not warranted. Slope variations may occur but should allow for positive drainage. These conditions are not considered defective. Raising or settling which results from expansive or preexisting insufficiently compacted soils is not warranted. Concrete damaged due to lawn chemicals, sprinklers, domestic or wild animals, foot or vehicle traffic are not covered by this warranty. Sealing helps to protect your concrete from stains and fading.

**DRY STACK RETAINING WALLS - TWO YEARS** - The contractor will repair any defective part of the retaining wall during this time period. The wall is dry stacked and is not intended to be climbed or disrupted by other similar forces. It is recommended that the soil at the base of the wall be planted to prevent serious erosion that could cause a fault in the wall.

**GRAVITY BLOCK RETAINING WALLS - TWO YEARS** - The contractor will repair any defective part of the retaining wall during this time period. It is recommended that the soil at the base of the retaining wall be planted to prevent serious erosion that could cause a fault in the wall.

**MASONRY STRUCTURES - TWO YEARS** - The contractor will repair any structural defect during this time period.

**MASONRY FLOORING - TWO YEARS** - The contractor will repair any structural defect during this time period. Tile, slate, flagstone, brick, pavers, etc. may develop surface cracks /separation / lifting /settling due to soil expansion and contraction or earthquakes causing foundation cracks which migrate through the masonry surface. These type of cracks are not warranted. Cracks can migrate through anti-crack membrane as well and are not covered by this warranty. We do not offer warranty from any masonry material installed over cement board, existing concrete or existing foundation which was not installed by Eastrock Landscape.

**CUSTOM WATER FEATURES - TWO YEARS** - The contractor will repair any structural defect during this time period. Pumps, filters, automatic water fillers and water spouts carry a ONE YEAR warranty. Owner is responsible for performing routine and proper maintenance such as cleaning auto water fillers, pumps, filters and water basins.

**ARBORS / PATIO COVERS - TWO YEARS** - The contractor will repair any structural defect of the arbor during this time period. Protecting wood with sealers, stains and paint extends the life and appearance of your wooden structures. Wood may split, crack or warp beyond the contractors control. Expect unprotected wood to age faster then protected wood maintained on a regular basis.

**FENCES - FIVE YEARS** - Warranty is 5 years on all pressure treated posts and 1 year on gates. Wood gate posts may fluctuate between winter (high humidity) and summer (low humidity) requiring gate hardware to be adjusted. It is the owners responsibility to make adjustments to the hardware. Contractor will replace any pressure treated post found upon examination to be rotted.

**PLANTS - SIX MONTHS** - This is a one time replacement only. The contract guarantees that all trees and shrubs planted under contract shall be in good, healthy, vigorous condition of active growth at the end of a six month period. Proper watering, fertilizing, and pest control are necessary to maintain healthy plant growth. Home owner is responsible for learning how to program the irrigation controller and provide proper irrigation, fertilizer and maintenance (pruning, disease, pest and rodent control) for all plants. Warranty is void if plants were not purchased by Eastrock Landscape, an automatic functioning irrigation system is not in place, is not maintained properly or has deficiencies in function caused by water volume or pressure varying from the prior estimates, potted plants were not set-up with our custom irrigation/drainage/potting soil, property is not a full time residency of the owner, if well water or soft water is used, from physical and/or chemical damage or if area is in a deer traffic or dog run area. Eastrock Landscape reserves the right to furnish substitute plants in cases where designated plants are not available. Plants will only be replaced (1) time under this warranty. Replacement plants are not warranted. Plants that are installed during the winter or summer months may experience transplant shock due to excessive cold or heat. Plants that die within the first 30 days will be replaced all at the same time. Owner should provide an email notification listing the common / botanical name, size and quantity to Eastrock Landscape. Plants that are replaced under this warranty will occur either at the end of the first 30 days or at the end of the 6 month warranty. The warranty period starts upon plant delivery.

**APPLIANCES - BY MANUFACTURERS** - Appliances such as outdoor fans, bbq (outdoor kitchen), fire place or fire pit equipment, refrigerators, speakers, heaters and the like are warranty solely by the manufacturer.

**PATHWAY STABILIZER - NONE**

**WARRANTY DOES NOT INCLUDE:**

- Products or Materials not purchased by Eastrock Landscape.
- Products or Materials not installed by Eastrock Landscape.
- Normal wear and tear or abusive use.
- Damage caused by owner, agent(s) of the owner, modifications, alterations, neglect or improper maintenance.
- Damaged caused by raising or settling which results from expansive or preexisting insufficiently compacted soils.
- Damaged caused by nature such as earthquakes, flooding, high winds, freezing temperatures, excessive heat, etc.
- Damage caused by accidental damage, fire, animals, rodents, tree roots, vandalism, theft, mud slides or erosion.

- Damage or appearance issues caused by efflorescence.
- Damage caused by inadequate drainage.
- Products or systems installed that are effected by variations or deficiencies in function caused by water volume or pressure varying from the prior estimates.
- Products or systems installed that are effected by surcharges, variations or deficiencies in function caused by electrical voltage fluctuation which can be caused by (lighting, flooding, electrical shorts, transformer issues, etc.).
- Performance or appearance of paints, stains or sealers (wood, metal, concrete or masonry)
- Performance or appearance of wood regarding (splitting, cracking, warping or leaking sap)
- Performance of fill (wood putty) and sand treatment on pressure treated, doug fir or redwood lumber.
- Performance of dry-set flagstone. Dry-set flagstone may crack and move when walked on.
- Replacement of annuals, perennials, bulbs or ground cover.
- Replacement of palm trees or any tree or shrub above a 15 gallon size.
- Labor, Material or Products that were provided at not cost.
- Defects in material or equipment incorporated into the hardscape project which are only covered by the manufacturer or supplier written warranties.
- Alterations made to structures, hardscapes, lighting systems, electrical systems, audio systems, video systems, gas lines, sewer lines, drainage systems, irrigation systems, plumbing systems, appliances, hardware or anything that Eastrock Landscape or it's representatives installed, will void the warranty.

**WARRANTY TERMS:**

- All payments must be made in full within the terms of the original agreement or the warranty is void.
- No agent, salesman or installer may change the terms of this warranty either orally or in writing.
- There will be no cash refunds.
- Eastrock Landscape will have no liability under any circumstances for indirect, special, incidental, liquidated or consequential damages.
- Warranties are nontransferable and are provided solely to the original purchaser of the contract services.
- Warranted work will be limited to ONLY the effected area or item.
- Owner will provide access and cooperation to Eastrock Landscape employees and representatives to complete warranty work.

**REPAIRS:**

- Repairs are promised to return the subject to its as-built integrity.
- Repairs are not guaranteed to return the item to its as-built appearance.
- Some repair methods will dramatically change the subjects appearance, and no warranty is expressed or implied regarding the cosmetics of the repair.

**CLAIMS PROCEDURE:**

- If a defect appears that you think is covered by this Limited Warranty, you must notify Eastrock Landscape in writing within the above listed warranty period. Example: Plants- Either 30 days or 6 months form plant delivery. Concrete- Within 2 years of the concrete installation. The letter must describe the problem; include dates and times during the day that your home will be accessible. If you do not notify us within the warranted time period your limited warranty relating to that concern is void. Telephoning will not preserve your rights. Notification under this claim's procedure can only be in writing.

**INSPECTION:**

- Once Eastrock Landscapes receives written notification we will inspected your project within 30 days to determine if the item is covered by our limited warranty.
- Repair or Replacement: If the item is determined to meet our limited warranty criteria we will schedule a repair or replacement within the following guidelines:

Plants- Replaced within 30 days provided the plants are available. Fall or Spring planting might be more desirable if

the plant is not considered hardy.

Irrigation / Drainage- Repaired within 30 days.

Hardscape / Wood Projects / Hardware / Lighting- Repaired or Replaced within 60 days unless weather conditions prevent work or materials are not available. Repairs or replacement are limited to the immediate affected area(s) or specific item. Example: If a section of concrete is to be replaced it will be limited to the affected area that is covered by our warranty and does not cover other areas not included by our warranty.

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