

## LANDSCAPE PLANTING – WARRANTY

All our plants are inspected by the Michigan Department of Agriculture and are free of disease and insects. If there are any additional questions about your planting, please ask our representatives.

If we plant our own nursery stock, we agree to replace any trees, shrubs, evergreens or ornamental trees that do not survive one year after the planting date with one replacement for each plant. Replacements will be made with plants of equal size and same variety as originally installed. Requests for replacements must be made in writing within one year. Plant damage resulting from dieback or winterkill will be pruned rather than replaced.

The warranty is void when the following conditions exist: (1) Plants damaged by ice or severe wind storms. (2) Damages by fire, drought, untimely freeze, salt or other mechanical or chemical injury while in the possession or control of the purchaser. (3) Plants that are not properly cared for and proper maintenance practices to keep plants in a healthy, growing condition were not followed. (4) Requests for replacement are not made in writing during the one year guarantee period. (5) Losses due to major catastrophes such as tornadoes, drought, or other unusual and untimely acts of nature. (6) Plants that die due to improper use of weed spray or other chemical spray materials. (7) Failure to comply with stated payment terms.

## SITE WORK & CONSTRUCTION GUARANTEE

TERRAFIRMA warrants all work against defects in materials and workmanship for a period of one year from date of project completion. This warranty does not extend to inconspicuous defects in material, aesthetically displeasing blemishes or normal depreciation due to weather conditions, seasonal changes in subgrade conditions (settling, etc.) or other damages resulting from freezing rains, fire, flood, lightning, storms, winds over 60 miles per hour, or vandalism. TERRAFIRMA is not liable for the failure of any material specified and/or provided by the client. All contracts are based on prevailing conditions, either assumed or understood. If upon commencement of the work, actual conditions differ, this is grounds for revision and/or cancellation of existing contract.

## SPRINKLER SYSTEM GUARANTEE

TERRAFIRMA agrees to install a sprinkler irrigation system in accordance with product specifications and local ordinances and plumbing codes. Installation charge does not include spring startups or fall winterizations.

TERRAFIRMA agrees to warrant all work against normal defects in material and workmanship for a period of one year from the date of project completion. The owner is responsible for contacting TERRAFIRMA in early fall to schedule a blowout for proper winterization. A blowout is required to maintain your warranty.

TERRAFIRMA's liability is limited solely to the replacement or repair of defective parts. This warranty does not apply where equipment is used for installation performed in any manner contrary to specifications and instructions, where equipment is altered and modified, nor when system is improperly winterized. TERRAFIRMA is not liable for indirect, incidental or consequential damages in connection with the use of equipment including but not limited to: vegetation loss, the cost of substitute equipment or services required during periods of malfunction or resulting non-use or property damage.

## DESIGN

TERRAFIRMA offers a wide range of design services from master planning to site detailing. As design is conceptual, an interpretive set of ideas; TERRAFIRMA cannot guarantee total customer satisfaction. These ideas formalized into sketches or drawings are not to be considered final construction documents unless specified. All designs are based on stated hourly rates and are exclusive of reproduction and film costs.

## GENERAL CONDITIONS

TERRAFIRMA shall not be held responsible for work delays caused by labor disturbances, delays in transportation of stock, weather, accidents, fire or other conditions or causes of delay which are beyond the company's control.

If this quotation is not accepted within thirty days from date, TERRAFIRMA reserves the right to withdraw this quotation.

Grading and underground obstructions are not the responsibility of TERRAFIRMA. Final grading, drainage, sewer lines, settling of back fills, and other grade changes are clearly the responsibility of the owner. TERRAFIRMA shall not be held responsible for their conditions either before or after the construction is completed, or any damage arising from changes in the above conditions, unless the owner specifically contracts for those items.

Warranty is not transferable to any other person.

*Owner is responsible and obligated to mark all boundaries and indicate all underground utilities, auxiliary gas or electrical lines, existing irrigation/sprinkler lines and components, septic tanks and fields.* Unless this is done, TERRAFIRMA is not responsible for any damages done to the above items.

EXTRAS (Over and above contract): Buyer agrees to pay TERRAFIRMA customary charges for any and all extras ordered by the Buyer or his representative, subsequent to Buyer's acceptance of this proposal.

COLLECTION FEES: In the event TERRAFIRMA places Buyer's account for collection, Buyer agrees to pay all court costs and reasonable Attorney's Fees.

RELEASE FROM LIABILITY: Buyer agrees to and does hereby release and waive any and all claims and remedies against TERRAFIRMA arising from sellers or her agents or employees breaking any line, pipe, hose, wire, or any other thing located below the surface of the ground, as well as any part of any underground sprinkling system, or interference with any utility service, or any incidental damage to lawns, shrubs, flower beds, trees, landscape structures, walkways, driveways or buildings through the use of equipment necessary in the completion of the contractual agreement.

CLAIMS: Claim of property damage must be made before repairs are made.

TERMS: Unless stated otherwise, fifty percent down, balance upon completion. Service Charge on late payments: 1.5 percent per month, 18 percent per year on delinquent accounts.

TERRAFIRMA's liability for any claims under these warranties shall not exceed the price of the plan, construction, plant, or product which gives rise to the claim. TERRAFIRMA makes no other warranties other than those contained within.