Pride Outdoor Services, LLC

PO Box 757 Savoy, IL 61874



Thank you for choosing Pride!

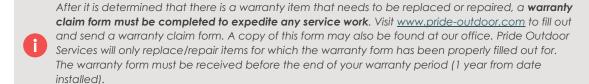
Thank you for choosing Pride for your landscaping needs! Please read the following plant warranty details. If you have any questions or concerns, please contact us at 217-721-2423 or email office@pride-outdoor.com

Customer Protection Plant Warranty

Pride Outdoor Services warranties all its Balled and Burlapped (B&B) or container sized woody plants, one gallon size or larger 100% for (3) months from the date of installation on properties without irrigation and (1) year for properties with irrigation, providing that it has received the proper care. Payment must have been received as set forth by the terms of the sale. The warranty is good for one replacement of each original plant, no cash refunds.

Pride Outdoor Services Does **NOT** Warranty

- 1. As with the landscape industry norm on all herbaceous plants there is no warranty on, groundcovers, bulbs, annuals, seed, sod, or transplants.
- 2. Pride Outdoor Services, LLC also does not warranty any part of any project if payment is not received in full, within 10 days of job completion.
- 3. Any special request plant, which is not hardy or is only marginally hardy in our area.
- 4. Plants that are destroyed by acts of nature. Including but not limited to, high winds, floods, vandalism, lack of maintenance, abuse, neglect, or willful damage to property by man or animals.
- 5. Any plant material that has been transplanted by Pride Outdoor Services or any a plant that has been moved from its original location.
- This warranty is for ONE replacement of each original plant only, no cash refunds. See Express Limited Warranty for more details.



Express Limited Warranty

Express Limited Warranty: Pride Outdoor Services, LLC provides the following limited warranty on landscape labor and materials. Plants supplied by Pride Outdoor Services, LLC are warranted as follows: trees, shrubs, perennials-90 days (w/out irrigation) - 1 year (w/ irrigation), provided the plants have had adequate care and have not been damaged. Pride Outdoor Services, LLC is not obligated to replace plants with respect to plants or hardscape materials damaged due to abnormal weather conditions (e.g., extreme winter or summer temperature, flood, tornado, hail, drought, exceptional or untimely freeze) fire, chemicals, inadequate drainage, insects vandalism, theft, animals, lack of or excess moisture, or other acts as; strikes, riots or other similar commotion, or by any other contingency or cause beyond the control of Pride Outdoor Services, LLC. The following are excluded from any Pride Outdoor Services, LLC warranty: annuals, vegetables, plants in planter boxes, pots and barrels, any plants, shrubs, or trees which have not been given reasonable and proper care, or any instance in which a product has been improperly used on the plants; plant material on site transplanted by Pride Outdoor Services, LLC; any discounted sales, cash & carry items purchased outside of regular providers/nurseries; plants damaged/destroyed by animal/wildlife; any existing plants, transplants, or any item or material supplied by homeowner. Furthermore, no warranty shall be given for bulbs, roses, annuals, perennials grasses, seed, and sod, potted or tubed plants, bedding plants, ground cover or plants specified that are not growing in their normal growing climate zone or region. Transplanted plants on this site shall not be covered under warranty, although every precaution will be made to assure their survival. Under watering will be evident by dry root system, brittle branches, loss of leaves. Over watering will be evident by grayish roots, standing water, yellowed leaves. Failure to maintain the landscape material by monitoring the watering and irrigation at least once per month during cool weather months and twice per month during hot weather months shall constitute improper care and shall void the warranty. Plant Material & Sod is only warranted if stated in contract and if watering schedules found on our website are followed within climate appropriate installation time periods (typically early spring and fall, dependent on weather). The client hereby agrees that for the planting guarantee to be effective, he/she will monitor at least once a day during dry periods, as well as cultivate beds lightly and weed beds at least twice a month and apply water to plant material when necessary, according to the watering schedules found on our website (www.pride-outdoor.com). If a homeowner supplies materials, Pride Outdoor Services, LLC will not be responsible for warranty, replacement, or repair of such materials. Subcontractors may be used due to schedules & scope of work. In the event plants covered under the Pride Outdoor Services, LLC warranty die, replacements will be made at no cost to the owner with plants similar to the original size and quality as previously specified (or installed, if not previously specified); provided that, only one replacement will be made for each plant that dies. This warranty shall be void if any invoice or statement has not been paid in accordance with the Payment Terms set forth above.

Conditions: Pride Outdoor Services, LLC reserves the right to change specified plant(s) due to availability and quality. The closest match will be made at Pride Outdoor Services, LLC discretion if the original plant is not available. Theft of materials after they are placed on the site is the responsibility of the client. After it is determined that there is a warranty item that needs to be replaced or repaired, a warranty form must be completed to expedite any service work. This form may be found on our website (www.pride-outdoor.com) or you may contact our office for a copy. Pride Outdoor Services, LLC will only replace/repair items for which the warranty form has been properly filled out. The warranty form must be received before the end of your warranty period in order to process.

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Limitation on Liability. Client agrees that Pride Outdoor Services, LLC shall not: (i) be liable for losses, fees, fines, or damages (including defects in labor, workmanship or materials) caused by persons or entities who are not controlled by or under contract with Pride Outdoor Services or previously contracted by property owner: (ii) liable for losses, fees, fines, or damages caused by, resulting from, contributed to or aggravated by earth movement, landslide, mudflow, earth sinking, earth rising, earth shifting or subsidence of land; (iii) be liable for losses, fees, fines, damages or extra expense due to underground foreign material such as construction debris, rock, heavily compacted sub-soil, tree stumps, roots, utilities including but not limited to improper depth of utilities as detailed in Concealed Contigencies, and sprinkler systems and/or any other unforeseen obstructions (an additional charge for removal or special handling will be necessary); and (iv) pay to repair any underground obstructions. Please note: if driveways, sidewalks, fences, etc become cracked or dirty due to equipment and/or materials, repair to those surfaces and/or pressure washing is not included as part of the project unless otherwise noted. Pride Outdoor Services, LLC assumes no responsibility for discrepancies between our design plans and actual site conditions. No verbal agreement expressed or implied will be honored. All agreements must be in writing.



If you have any questions, you may reach us at 217-721-2423 or email <u>office@pride-outdoor.com</u>. We will contact you back as soon as possible.

Express Limited Warranty