

Revised 1/2018

LANDMILLER LANDSCAPE WARRANTY

Exceptional Service

If you have questions, concerns, or comments about a project, please call 419-289-8477.

Workmanship

Landmiller Landscape LLC provides a comprehensive warranty for our services. We are committed to our clients and will stand behind the quality of our landscaping design and installation. All workmanship is guaranteed for 12 months from the date of installation.

Plants

Landmiller Landscape LLC fully guarantees all plant material supplied and installed by our crew for a period of one (1) year or one growing season from the date of installation. Landmiller Landscape LLC warrants to the customer only that all plants supplied and planted (1) are in good health at the time of planting and (2) will live at least one year from date of planting if not removed or transplanted, damaged by severe weather, animals, insects, pathogens, vandalism or other external physical injury caused by humans, or neglect by the customer. If a plant supplied and planted by Landmiller Landscape LLC dies from any cause other than those listed above, shall be replaced with the same or similarly sized materials by Landmiller Landscape LLC free of charge based upon labor & plant availability. Plant material, when installed dormant is guaranteed to leaf out. Landmiller Landscape LLC will replace the plant without charge and plant it, provided that the customer notifies Landmiller Landscape LLC in writing within a reasonable time after the plant dies. Landmiller Landscape LLC may elect not to replace plant materials based upon a determination that plants have died as a result of those listed above. The customer will be provided a care sheet for optimum growing potential.

Lawn Installation

The workmanship is the only guarantee for a new lawn installed via seed and straw. Quality certified seed will be installed at the appropriate rate per square foot along with the proper fertilizer and the customer will be provided a care sheet for optimum germination. Landmiller Landscape LLC guarantees the quality of the sod that we install as healthy and guarantee we will install it properly. Sod needs to be cared for after installation and because this is typically passed along to the consumer and are not actually doing it ourselves, we do not warranty the sod other than the proper installation. Workmanship may be subject to subcontractor's warranty.

Hardscapes

Landmiller Landscape LLC provides a 5-year warranty for all hardscapes. Hardscapes are defined as landscape structures such as; patios, driveways, sidewalks, pool decks and retaining walls. These structures are constructed using natural stone, cobblestone, pavers, bricks, boulders and blocks installed by Landmiller Landscape LLC. All work will be performed in a good and workmanlike manner in accordance with industry standards; all materials will be installed in accordance with the supplier's specifications; and all work will comply with applicable environmental laws and regulations. In the event of structural failure of the hardscapes installed by Landmiller Landscape LLC, due to defective workmanship, Landmiller Landscape LLC will repair and restore said hardscapes to its original condition at the time of acceptance by customer, at no additional cost to customer.

P: 419-289-8477

E: SALES@LANDMILLER.COM

849 CLARK AVE. ASHLAND. OH 44805

WWW.LANDMILLER.COM



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Water Feature

Materials are subject to the manufacturer's warranty and the workmanship is guaranteed 12 months from installation, contingent upon proper system winterization, start up and maintenance. Workmanship may be subject to subcontractor's warranty.

Outdoor Lighting

Materials are subject to the manufacturer's warranty and the workmanship is guaranteed 12 months from installation. This warranty is excluding outdoor fixture light bulbs. Workmanship may be subject to subcontractor's warranty.

Custom Wood Work

Materials are subject to the manufacturer's warranty and the workmanship is guaranteed 12 months from installation. This warranty is excluding any warping or discoloration due to the nature of the material. Workmanship may be subject to subcontractor's warranty.

Custom Natural Stone Work

Material is guaranteed 5 years from installation. This warranty excludes any color variation, veining, grog, fossil content, and discoloration due to the nature of the material. Workmanship may be subject to subcontractor's warranty.

Limitations

This warranty is given to the original customer of Landmiller Landscape LLC. It is not transferable to a new owner if the customer sells the property or the plants and only the customer may make a claim under this warranty.

This warranty does not cover uneven wear, discoloration or damage to Hardscape materials due to use or misuse, floods, freezing, thawing and other weather conditions, fire, vandalism, drainage, tree roots, tampering or neglect, or other condition outside the control of Landmiller Landscape LLC.

Drainage is not covered by this warranty. Installation of drain tile or other work intended to alleviate drainage problems is subject to inherent uncertainty due to unknown soil and water conditions. Landmiller Landscape LLC will use best efforts to perform such work but does not guarantee that drainage problems will be alleviated.

This warranty does not cover reduction of water levels in ponds. Customer acknowledges that ponds are subject to water loss over time due to evaporation, incidental leakage and other factors. Products used in constructing the pond may be subject to manufacturer's warranty.

All warranty claims, whether express or implied bylaw, including but not limited to the implied warranty of merchantability and fitness for a particular purpose, are limited to one year from date of installation. Customer's remedies under express or implied warranties are expressly limited to the remedies provided in this warranty.

In order to make a warranty claim, the customer must notify Landmiller Landscape LLC in writing at 849 Clark Ave., Ashland, OH 44805 (or contact via <u>e-mail</u>) within 30 days of discovery of the damage or defect, but no event later than one year from the date of installation.

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