



WARRANTY INFORMATION

WORKMANSHIP

Agema Landscape, LLC will provide a 1yr craftsmanship warranty on all work, brick/masonry work carries a 3yr craftsmanship warranty for all Unilock® Products, 5yrs for Unilock® Select products.

PLANT WARRANTY POLICY

Agema Landscape, LLC, warrants that all plants will be in good condition when installed. Plants will be appropriate for the soil, light, and moisture conditions of the location.

Replacement of the deceased plant will be with a plant approximate to the size of the original plant at the time of the original planting. Where it is not possible to obtain an identical size, the best effort will be made to obtain a plant of the nearest size.

In the event where a plant of the original type is unavailable, a substitution of equal or greater value and of a plant similar to or as to give the same effect as the original plant, at the judgment of Agema Landscape, LLC, will be installed. If certain conditions caused the original plant to fail, a plant substitution may be made to account for this condition. No charge will be made for material or labor if the plant meets the condition for warranty stated above.

Agema Landscape, LLC, may, at its discretion, opt to provide payment to the client for the retail amount of the warranted plant in lieu of replacement of the plant.

Upon inspection, we will credit once, at 100% of the original price or trees, shrubs and evergreens which fail to grow thru the first year from date of installation.

- ONE YEAR OR ONE REPLACEMENT, WHICH EVER COMES FIRST
- PROOF OF LOST MUST BE FURNISHED
- GUARANTEE DOES NOT APPLY TO ANNUALS, PERENNIALS, ORNAMENTAL GRASSES, RHODODENDRONS, AZALEAS & ROSES.

**On plant material that is not covered under the warranty, we will supply a labor only warranty to replace the item. Client will be responsible for contractors cost of material only.*

Warranty will NOT be made for the following conditions:

- Neglect or mistreatment by the customer, including, but not limited to, improper irrigation (over or under watering), spraying of chemicals or applications of fertilizer or products not approved by Agema Landscape, LLC, damage by pets or children, or any intentional or accidental misuse.
- Acts of nature including but not limited to hail, fire, flood, tornado, earthquake, pest invasions (including Japanese beetles, mites, aphids, sawflies, whiteflies and thrips), vermin (including voles, moles, squirrels and rabbits), deer, or extreme and/or prolonged temperature swings.
- Roses attacked by the 'Rose Rosette' Virus, for which there is no preventative or cure.
- Damage by others, including contractors or utilities performing work in the area, whether or not it is at the direction of the client.
- Conditions not present at the time of original work, including but not limited to changes in drainage patterns due to work on neighboring properties, removal or addition of trees that affects light conditions, sewer or water main leaks, appearance of underground springs or sink holes, or removal of walls or retaining structures.
- Existing conditions that were undisclosed by the client to Agema Landscape, LLC's, representative at the time of design, proposal, or installation.
- Acts of terrorism, foreign or domestic.
- There is no warranty on any transplanted (relocated) plant material, unless it was originally planted by Agema Landscape, LLC.
- In the event where balance is due on project, no replacements will be made until full payment is rendered.

COMPREHENSIVE MAINTENANCE PLANT WARRANTY

Agema Landscape, LLC, will warranty all plant material including perennials, grasses, roses, azalea, & rhododendrons that were installed while contracted to maintain clients property. This warranty will continue until Agema Landscape, LLC is no longer under contract to do so. Replacement of the deceased plant will be with approximate to the size of the original plant at the time of the **original planting**. Where it is not possible to obtain an identical size, the best effort will be made to obtain a plant of the nearest size.