

GENERAL WARRANTY

Timely excellent service is a top priority at Live Earth New England, Inc. We value you as a client and realize your satisfaction is crucial to earning your future business and referrals. Animportant part of establishing long-term relationships with our clients begins with good communications, so please allow us to explain some special circumstances.

When your project is completed, we will give you general plant care guidelines and program your irrigation controller. Plants are living and require maintenance and care to a varying degree. We also routinely check properties after the landscape is installed and will advise youif we notice any irregularities. Should you start noticing plant decline such as wilting, leaf drop, discoloration, insect infestation, etc., call us immediately. This allows us to quickly determinepossible causes of plant stress and recommend solutions.

Once your landscape is installed you will have the responsibility for caring for your plants. If you wish to keep your landscape looking its best and do not have time or knowledge to devote to plant care, please consider one of our professional landscape maintenance programs. Ourprograms are custom designed to meet the needs and preferences of each client.

Landscape Warranty:

Occasionally plants will not survive the process of transplanting and we will gladly replace them at nocharge. We guarantee to replace, once, any plant installed by Live Earth New England, Inc. that fails to grow. There is a one (1) year limited warranty provided for all plants. Reasonable growing conditions must be maintained as provision of the warranty, including automated irrigation, insect and disease control, and shelter from unreasonable damage by pets or pedestrians. Plant materials that fail will be replaced as soon as they become available and as quickly as our schedule permits.

Not included in our warranty:

Vandalism or acts of God including snow, hail, ice storms, early and late season severe freezes, damaging winds, lightening, power surges, etc.

Plants not watered by an automated irrigation system

Plants that are damaged or die as a result of insect infestation or disease unless covered under the maintenance contract. (If insect infestation or disease is diagnosed, we can apply controls for a reasonable fee.)

Plants that die as a result of improper cultural practices such as over or under watering, improper fertilizing, damage from chemical applications, snowplow damage, poor mowing procedure, etc.

Existing plants that are transplanted

Any damage due to or consequence from another contractor

Stuck and/or clogged irrigation heads/valves or any other damage to irrigation system not directly related to the installation or the parts themselves

Turf Warranty as follows:

Hydroseed:

Live Earth is obligated to install, care for, and present to the customer at time of contract completion or as soon as possible a relatively weed free, fully germinated, healthy lawn.

More specifically, 80% or higher germination would constitute a healthy new lawn.

Further lawncare, fertilization, disease and weed prevention is the sole obligation of the customer and is not covered under warranty.

Proper grading, puddling, and settling is covered under the Live Earth warranties up to one year.

Any physical lawn damage due to snow plowing, vehicular traffic or other outside forces is not covered under warranty.

The first two (2) mows are covered under Live Earth's Warranty. Any mowing and maintenance thereafter is the sole responsibility of the homeowner.

SOD:

Sod lawn should arrive and appear to be in good and healthy condition and installed properly in a timely fashion.

Live Earth sod installation warranty does cover grading, pitch, and seams.

Post installation: the sod itself is not covered under warranty. Treatment of disease, weeds, and proper watering is the sole obligation of the customer. Deficiencies in any of these areas is not cover under any of these warranties.

Any physical lawn damage due to snow plowing, vehicular traffic or other outside forces is not covered under warranty.

The first two (2) mows are covered under Live Earth's Warranty. Any mowing and maintenance thereafter is the sole responsibility of the homeowner.

Irrigation Warranty:

All components of your irrigation system are warranted for one (1) year. This guarantee is subject to exclusions as outlined in our standard guarantee.

Lighting and Water Features Warranty:

All materials are warranted for one (1) year. This guarantee is subject to exclusions as outlined in our standard guarantee. Call us if you have questions about the care or maintenance of your lighting or pond equipment.