

## HARDSCAPE INSTALLATION WARRANTY

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

## **HARDSCAPE WARRANTY**

Your hardscape Installation includes a Two (2) year limited warranty on all labor, blocks and pavers provided and installed by Live Earth New England, Inc. (Live Earth).

## **Products:**

Live Earth works with several manufacturers of precast concrete material. These manufacturers of hardscape products (concrete pavers, wall block, etc.) may carry their own warranty and will vary from one to another.

Industry standard manufacturer warranties are typically two (2) year to lifetime limited warranty, excluding natural stone materials. Specific manufacturer warranties are not included in this Hardscape Warranty and must be confirmed with the manufacturer.

## **Installation and Workmanship:**

P: 508-252-9323

This warranty is strictly limited to contract work performed by Live Earth.

From the date installation, Live Earth guarantees your paver and wall hardscape installation from settlement and from separation of wall units for a two (2) years period under normal wear for which the installation was designed. For example, if vehicles or equipment are driven over a walkway causing settling of pavers, and the walkway was designed and installed for pedestrian use only, Live Earth will not be held accountable for damage from these actions.

Pool patio paver and hardscape installation is warrantied for a two (2) year period under normal conditions. Damage caused by pool settling, improper pool installation and subsequent pool repairs is not covered, and Live Earth will not be held responsible for damages and/or repairs needed. Damage caused by pre-existing conditions such as leaking or bursting water lines is not covered under this warranty.

This warranty does not cover settlement that results from the placement or compaction of soil by another contractor. New excavation, digging or soil removal creates the questioned defect. This also includes any settlement due to integrity of soil below a finish grade of 6". For example, buried stumps, drainage issues.. etc. Any issues at all relating from sub surface failure not known about or visible by live earth at time of installation is not covered. In Short, we do not cover problems that arise from any sub grade issues at all below 6" from finish grade.

Warranty if void if high pressure water is used to clean the surface or joint lines of the pavers. Polymeric sand joints are not covered under this or any other Live Earth warranty.

Extreme circumstances including but not limited to vandalism, use of winter salt or snow/ice accelerator products, animals, fire, tree roots, tree falls, removal or relocation, mechanical damage, vehicular accidents, etc. causing damage to work installed by Live Earth are not covered under this warranty or any other Live Earth warranty.



Abnormal weather, acts of God including but not limited to snow, hail, ice storms, early and late season severe freezes, flooding, underground springs, damaging winds, lightening, power surges, etc.

This warranty does not apply to efflorescence. Efflorescence is a naturally occurring process in all concrete products that sometimes appears in the form of a white powdery film on the pavement surface. It does not compromise in any way the structural integrity or functionality of the product. Efflorescence cannot be prevented but will wash off over time or can be treated and cleaned with an efflorescence cleaner. Live Earth does not cover this condition within this warranty or any other warranty.

In order to enforce the rights under this warranty, Live Earth must be promptly notified of the specific item(s) of concern. Warranty requests will be responded to as regular scheduling and projects allow. If Live Earth deems the area a warranty issue, repair or replacement of the defective materials or workmanship at the expense of Live Earth. If it is deemed the area is affected by negligence or intentional misconduct of the owner, repair or replacement will be at expense of the owner to include materials and labor.

This warranty <u>does not apply</u> to any materials which were originally installed by Live Earth, then subsequently repaired, adjusted, or modified by an individual or entity other than Live Earth or its authorized representative.

Replacements and/or repairs furnished under this warranty shall not carry a new warranty but shall only carry the <u>unexpired portion of the original warranty provided</u>.

This warranty is not transferrable. Warranty terminates if original customer sells or no longer owns the project that was completed by Live Earth.

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