



## **Plant Guarantee – Effective 6/1/14**

### **One Year Plant LIMITED WARRANTY**

#### WHAT DOES THE WARRANTY COVER?

This covers plants, shrubs and trees when purchased from and installed by Landscape Solutions by Michael Kirsch, LLC

#### HOW LONG DOES THIS COVERAGE LAST AND WHEN DOES IT TAKE EFFECT?

The coverage period is one year from your invoice of job completion

**\*\*Knockout series Roses and all Perennials will only be guaranteed until November 1<sup>st</sup> of the year planted.**

#### WHAT WILL LANDSCAPE SOLUTIONS DO?

Landscape Solutions will replace, free of charge, any plant, shrub or tree found defective within the terms of this warranty.

#### WHAT IS NOT COVERED BY THIS WARRANTY?

This warranty does not cover plants that do not survive due to failure to provide normally accepted horticultural planting care and/or maintenance.

This warranty does not include negligence on part of the owner, including but not limited to lack of water or irrigation.

This warranty does not include transportation, **LABOR**, or other consequential and incidental costs or damages. You will be billed accordingly for these or you may choose to install yourself to avoid any further charges.

This warranty does not include coverage of the following: damage or loss of trees, plants or ground covers caused by fires, floods, lightning, freezing rains, winds or storms over 75 miles per hour; winter kill caused by **EXTREME COLD** and severe winter conditions not typical of planting area; natural disasters; or acts of vandalism.

This warranty does not cover damage caused by **ANIMAL RUBBING OR EATING**. It is the sole responsibility of the owner to protect plants from the possible damage by animals.

#### HOW DO I OBTAIN REPLACEMENTS?

Customer must contact Landscape Solutions within one year from the date of the invoice. Liability is limited to the replacement of plants and/or trees of the same or comparable plants and/or trees. No credit or refund will be given. This warranty is subject to payment of the original invoice being made within the terms of sale and account must be current.