

LANDSCAPE WARRANTY



WE BELIEVE IN AND STAND BEHIND THE QUALITY OF ALL OURS PRODUCTS, WORK AND SERVICES

WORKMANSHIP

Lanoha Nurseries provides a comprehensive warranty for our services. We are committed to our clients and will stand behind the quality of our landscape design and installation.

PLANT MATERIAL

Lanoha Nurseries guarantees that all nursery stock is true to name and in healthy growing condition upon leaving our nursery. Our plant warranty is as follows:

2 Years- B&B and Spade Trees (excluding those listed below)

1 Year- Potted Trees, Shrubs, Ornamental Grasses, Perennials, & Ground Covers (excluding those listed below)

60 Days- Japanese Maples, Tricolor Beech, Specialty Evergreens, Azaleas, Rhododendrons, Smokebush, Butterflybush, Daphne, Holly, and Roses

No Warranty- Annuals, Bulbs, Herbs, Houseplants, Vegetables, Tropicals, Pond Plants, Sod, and Transplanted Plant Material

All plants are eligible for a one (1) time replacement under this warranty. Access to the replacement location(s) must be as it was at time of original planting. No further guarantee is expressed or implied. Lanoha Nurseries is not liable for any sum greater than the amount of the original purchase price. No cash refunds. This warranty is void on material that fails to grow due to neglect, vandalism or other physical injury, acts of nature (such as winds, storms, hail, etc.), transplanting, or care by any person(s) other than Lanoha Nurseries.

HARDSCAPES

Lanoha Nurseries provides a two (2) year warranty for hardscapes (a) where all work is performed in a good workmanlike manner in accordance with



industry standards; (b) all materials are installed in accordance with the supplier's specifications; and (c) all work complies with applicable environmental laws and regulations. In the event of structural failure of the hardscapes installed by Lanoha Nurseries, due to defective workmanship or materials, Lanoha Nurseries will repair and restore said hardscapes to its original condition at the time of acceptance by customer, at no additional cost to customer. Hardscapes are defined as landscape structures constructed with natural stone, cobblestone, pavers, bricks, boulders, blocks, wood, metal, or any other non-living structural material installed by Lanoha Nurseries.

WATER FEATURES

All materials are guaranteed under the manufacturer's warranty and the workmanship is guaranteed for 12 months from installation, contingent upon proper system winterization, start up, and maintenance by Lanoha Nurseries. All pumps (submersible or external) are limited to a one (1) time replacement, subject to original manufacturer's warranty. Pumps not covered or deemed irreplaceable by manufacturer carry no warranty or replacement. Customer is responsible for shipping and diagnostic costs associated with warranty claim through manufacturer.

CONTINUED ON BACK



FIRE FEATURES

Structure: All materials are guaranteed under the manufacturer's warranty. The workmanship is guaranteed for 12 months from installation, contingent upon proper maintenance by Lanoha Nurseries. Burner, ignition, and other components: All materials and workmanship are guaranteed upon terms of specified subcontractor.

IRRIGATION

All materials and workmanship are guaranteed upon terms of specified subcontractor.

LANDSCAPE LIGHTING

All materials and workmanship are guaranteed upon terms of specified subcontractor.

LIMITATIONS

Lanoha Nurseries makes no warranty regarding sod, drainage, concrete, irrigation, landscape lighting, grading, settling, or erosion work.

This warranty does not cover uneven wear, discoloration or damage to hardscape materials due to misuse, floods, freezing, thawing, settling, other weather conditions, fire, vandalism, drainage, tree roots, tampering, neglect, maintenance, repair, construction by any other contractor other than Lanoha Nurseries, or other conditions outside the control of Lanoha Nurseries.

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, in any way, compromise the functionality or the structural integrity of the product. Although efflorescence cannot be prevented, it will wash off over time or can be cleaned with efflorescence cleaner. Lanoha Nurseries accepts no responsibility or liability for this condition.

This warranty does not apply to polymeric sand and joint stabilizer. This product ages and diminishes over time and subsequently requires additional applications over the life of the structure/surface. This warranty does not cover failure or damage due to faulty landscape design, planning or engineering (collectively "design"), when such design is performed or provided by anyone other than Lanoha Nurseries. This warranty does not cover diminutions of water levels in ponds or water features. Customer acknowledges that water features are subject to diminish over time due to evaporation, incidental

leakage and other factors. Products used in constructing the water feature may be subject to manufacturer's warranty. This warranty only applies to products that have been paid in full. Accounts 90 days past due carry no warranty. All seasonal products are sold as final sale. No returns. This warranty is given to the original customer of Lanoha Nurseries; It is not transferable to a new owner if the customer sells the property or any of the plants or materials during the warranty period. All warranty claims, whether expressed or implied by law, including but not limited to the implied warranty of merchantability and fitness for a particular purpose, are limited to one (1) year from date of installation. Customer's remedies under expressed or implied warranties are expressly limited to the remedies provided in this warranty. In order to make a warranty claim, the customer must notify Lanoha Nurseries in writing at 1911 West Center Road, Omaha, NE 68130, or by email at lanohanurseries@lanohanurseries.com, within the specified warranty period from date of installation.

TERMS & CONDITIONS

Lanoha Nurseries is not responsible for any damage to private lines such as invisible fences, landscape lighting, irrigation lines and components, private utility lines, etc. Customer is responsible for marking locations of all private underground wiring, piping, and components not located by One Call. Customer is responsible for all property lines and setbacks, and obtaining any necessary approval of plans by HOA, SID, or other governing committee. Payment terms are listed on all invoices. Account balances past 10 days due are subject to a service charge of 1.5% per month. Customer is responsible for understanding this warranty, terms and conditions as read above.

