

Warranty Information

PLANT MATERIAL:

Blendon Gardens warranties its plant material for a period of one (1) year from the date of installation. This includes a one-time-per-plant replacement for plants that have failed to survive when given adequate care and water. To be covered under the one year warranty, plants that have failed to survive, can only be removed by Blendon Gardens. The replacement plant material is guaranteed to be true to name, size, and in good growing condition. There is no warranty on replacement plants.

Replacement and contract material is subject to seasonal and acquistional availability. Blendon Gardens reserves the right to substitute material not readily available with comparable material or replace it when the material becomes available.

Replacements will occur geographically in the order in which they are received. NO refunds will be given for warranties.

EXCLUSIONS: As follows, but not limited to:

- 1. Seasonal die-back
- 2. Post-installation pest and/or disease
- 3. Extremes in temperatures and/or abnormal season conditions
- 4. Hardscapes, soil, and/or excessive mulch installed over the top of plant root balls by others, after Blendon Gardens initial install
- 5. No mulch installed during initial plant installation.

WARRANTY CLAIMS: Terms for replacement include, but are not limited to the following:

- 1. All accounts with Blendon Gardens and Polaris Irrigation must be paid in full to make a claim.
- 2. Items will be replaced with material at the size stated in the contract. Growth factors will not be taken into account.
- 3. Any discrepancies in plant materials, plant placement, and plant appearance must be reported to Blendon Gardens within seven (7) days of installation.
- 4. No material will be replaced if removed/damaged by homeowner or others.
- 5. Blendon Gardens reserves the right to verify all plant material for replacement.
- 6. Digging up and relocating any plant material will void warranty claims.



7. Adding raised beds after Blendon Gardens has planted the Builder package will void warranty claims.

HARD GOODS:

Topsoil, mulch, stone, manufactured stone, pavers, etc. are guaranteed only to be as specified by quantity and description. Hardscape installations are guaranteed for a period of one (1) year. If settling occurs, a one-time repair will be scheduled. There are no warranties of fitness for suitability, quantity, or compatibility, either expressed or implied.

Any discrepancies in hard good materials, placement, and appearance must be reported to Blendon Gardens within seven (7) days of installation.

EXCLUSIONS: As follows, but not limited to:

- 1. Weeds and/or fungi in planting beds
- 2. Paver edging upheaval
- 3. Sub-grade settling and/or construction compaction

Plant material will be installed in the existing grade provided by the builder/homeowner, unless raised beds are installed. Raised planting beds are an estimated depth of six to eight inches (6-8"). This depth may vary due to site conditions, bed layout, or otherwise noted. The quantity of soil delivered to the site may vary depending on standard delivery practices.

Blendon Gardens is not responsible for inaccurate quantities of stone/manufactured stone/pavers, etc., based on site conditions, type of stone used, waste, delivery, and design changes. The quantities are best estimates and may vary slightly, based on all available information. Additional stone needed is the sole responsibility of the client.

DISCLAIMER:

Blendon Gardens is not liable for damage to existing sod, property, dwelling, or structures due, but not limited to the following:

- 1. Water in dwelling; includes jobs with or without beds raised with topsoil.
- 2. Plant material disturbing structures or utilities above or below ground.
- 3. Settling of soil and/or sub-grade and its effect on any materials.
- 4. Damage due to underground utilities, downspout conductor lines, and other buried items.

Email all warranty requests to warranty@blendongardens.com