

WARRANTY

Our customer care package can be obtained on our website or please call 623-582-1122. If you have read through your customer care package, and are still experiencing landscaping problems, please call our warranty department at 623-582-1122. We will be happy to assist you.

Hawkeye Landscaping, Inc. is proud to extend this limited warranty solely to the original purchaser of all Hawkeye Landscaping, Inc., installations of hardscape, irrigation and plants. The warranty is non-transferable.

We do not offer a workmanship warranty on any items provided by the homeowner (i.e.: lighting, wire, connectors, tile, brick, grout, irrigation parts or materials, ect.)

Renovations and Repairs – Renovations and repairs to an existing irrigation system, Hawkeye Landscaping, Inc., will provide a 30 day warranty on workmanship.

90 Days – Plants including, shrubs, trees, vines, and cacti have a 90 day limited warranty from the date your project was completed. Any dead plants that need to be replaced under warranty will be allowed a ONE time replacement if requested within 90 days of installation. Saguaros, ocotillo and roses are excluded from any warranty. Plants/trees are guaranteed only if Hawkeye Landscaping, Inc. has installed an automatic irrigation system. Any damage related to inclement weather, such as wind, frost, rain or heat shall not be covered in this warranty.

Plants and Trees – The replacement guarantee is applicable one time only in the same location as the original planting. Brazilian Pepper Trees are not guaranteed when planted during the months on March 1 through October 1. Purple Leaf Plumbs are not guaranteed during summer months. The guarantee is the same variety of the plant in the same location. Any variation needs to be discussed with Hawkeye Landscaping, Inc.

1 Year —

Irrigation - Irrigation including emitters, main lines, timer clock and valves have a one year limited warranty. Hardscape including masonry, flagstone, concrete, and pavers have a one year limited warranty.

Please note that your irrigation system needs periodic adjustments and maintenance. Please check your system from time to time and make adjustments as needed. Emitter heads may clog or your back-up battery may need replacement. Please consult your garden center or sprinkler outlet for additional or replacement parts.

Limitations - This limited warranty takes the place of all other warranties, expressed or implied, in fact or at law, including implied warranties of merchantability and fitness for a particular purpose. Hawkeye Landscaping, Inc. or its designated representative must perform all warranty service. No agent, dealer, distributor, service company or other party is authorized to change, modify or extend the terms of this limited warranty in any manner whatsoever. Please be aware that many of the materials used during construction of your project are natural materials that may die, flake, chip, crack, settle, leak, ect. That is the purpose of Hawkeye Landscaping, Inc. warranty to replace or repair, within the reasonable time frame of our completion, materials that may be defective or that may have been sub-standard. Any issue as a direct result of human, animal activities or inclement weather such as wind, frost, rain or heat shall not be covered in this warranty. It is also the responsibility of the homeowner to provide consistent and proper maintenance to ensure the health and longevity of your new landscape.

Disclaimers - Hawkeye Landscaping, Inc. and its representatives shall not be liable for any injury, loss, cost or other damage whether incidental or consequential, arising out of any defect covered by this limited warranty, including without limitation, loss of use and cost for removal of defective product, even if Hawkeye Landscaping, Inc has been advised of the possibility of such damage. The liability of Hawkeye Landscaping, Inc. under this

limited warranty, if any, shall not exceed the original amount paid for the defective product. Coverage under this limited warranty shall commence as the original date of purchase and the duration of such coverage shall not extend for any reason whatsoever beyond the stated item periods. These disclaimers shall be equally applicable to any service provided by Hawkeye Landscaping, Inc. or its designated representatives.

Pavers and Flagstone – Pavers and flagstone projects (patios and walkways)- are guaranteed against defects in materials and workmanship for a period of one year. If, during this period, the patio or walkway develops readily apparent areas of settling or heaving, Hawkeye Landscaping, Inc will repair at no cost to the owner.

This guarantee does not cover failures of the patio or walkway that result from vandalism, settling from previous construction excavation or trenching, burrowing animals, traffic load exceeding the design, and inclement weather, such as wind, frost, rain or heat shall not be covered in this warranty. Individual flagstones are not guaranteed against cracking or a change in color- this weathering of stone is a natural process and does not affect the structural integrity of the patio or walkway.

Retaining walls - Retaining walls have a limited guarantee against defects in materials and workmanship for a period of one year. If, during this period, the wall should fall over or develop a negative batter (away from the slope), Hawkeye Landscaping, Inc. will repair the wall at no cost to the owner.

This guarantee does not cover failures of the wall that result from vandalism, settling from previous construction excavation or trenching, burrowing animals, construction or change of grade above the wall, inclement weather, such as wind, frost, rain or heat shall not be covered in this warranty. The individual retaining wall stones are not guaranteed against cracking or a change in color-this weathering of stone is a natural process and does not affect the structural integrity of the wall.

Ponds - Ponds are guaranteed against defects in materials and workmanship for a period of one year. This guarantee is non-transferable. If, during this period, the pond develops leaks or failures in any of its components, Hawkeye Landscaping, Inc. will repair the pond at no cost to the owner.

This guarantee does not cover maintenance items such as replacing water lost to evaporation, algae and weed control, leaks due to build-up of foreign objects in streams or skimmer, replacement of stones dislodged as a result of human or animal activities in or around the pond, and damage by burrowing animals. This guarantee also excludes problems caused by electrical outages and tripped circuit breakers or ground fault interrupters (GFI's).

Sod - Sod is guaranteed only to take root (which should take approximately 10 days). Sodded lawns may have noticeable uneven areas (lumps and bumps) until 6-8 mowings due to uneven sod cutting, soil expansion, and settling. (See the Hawkeye Customer Care package for additional information on caring for sod.)

LIGHTING SYSTEM - Hawkeye Landscaping Inc., warrants the workmanship of any lights we have installed for one (1) year from the date of installation. Light bulbs are excluded from this warranty. This warranty does not include damage done by the owner or his agents, vandalism, storm damage, any acts of nature, animals or misuse.

Any unpaid balance may be subject to finance charge of 2% plus any legal fees or paperwork involved in the collection of monies. Upon final payment, all warranties will be fully honored.

You will find our company to provide exceptional quality and customer service. We look forward for the opportunity to perform your project.