



Highland Outdoor Lifetime Warranty Contract Addendum

LIFETIME WARRANTY FOR PROJECTS ENGAGED 06/01/09 THROUGH 12/31/09

For clients that sign a Design/Build Contract between 06/01/09 and 12/31/09, Highland Outdoor, Inc. offers the following express warranties:

- a. This warranty is non-transferable. It is only valid to the original owner of the home, and the original client of Highland Outdoor, Inc.
- b. Payments for design/build project must be made within the terms of your contact, including progress payments. Any delays in payment will void the Lifetime Warranty, and the regular Warranty will be in effect.
- c. A **lifetime warranty** is provided from date of installation for: all landscape plant material; landscape lighting; segmental retaining walls and paver patios, water features, including ponds, waterfalls, and fountains (swimming pools and hot tubs are excluded), outdoor kitchens, and outdoor fireplaces. Grills, kitchen accessories, gas fireplace inserts fall under direct manufacturers warranty. The one-year warranty on the installation of water features is void if customer fails to winterize the water feature properly. Highland Outdoor, at its sole option, may elect to tend to landscape plant material or take other such action as it deems necessary to correct any problem(s) allowing a reasonably sufficient period of time to evaluate the effectiveness of such remedies prior to replacing said landscape plant material under this warranty. If landscape plant material does not survive after one (1) replacement, an alternate landscape plant material will be recommended.
- d. A **one-year warranty** is provided from date of installation for: concrete used in driveways, walkways, stoops and piers; wood materials used in fences, decks, arbors and gazebos; and irrigation systems.
- e. A **thirty (30) day warranty** is provided from date of installation for: sod. The thirty (30) day warranty on sod is void if customer fails to water sod correctly on a daily basis until sod is established or by an automatic underground watering system.

Highland Outdoor Group, Inc. warrants that the above services will be free from defects in materials and workmanship after the date of purchase or installation for the above-specified warranty period. If Highland Outdoor Group, Inc. receives notice of such defects during the warranty period, Highland Outdoor Group, Inc. will either repair or replace, at its sole option, those services and/or products which prove to be defective. Highland Outdoor Group, Inc. does not warrant that Highland Outdoor Group, Inc. services and/or products will be error free.

The warranties set forth above do not apply to defects resulting from changes in grade and/or sink holes. There is no warranty on the installation of annual plants or on general maintenance, including but not limited to mowing, shrub trimming, mulching, seasonal color, turf and plant treatments, tree and shrub treatments, aeration, verticut, and overseed.

WARRANTY DISCLAIMER

HIGHLAND OUTDOOR GROUP, INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT ALLOWED BY LOCAL LAW, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY SET FORTH ABOVE.

The above warranty addendum is hereby attached to Design/Build Contract dated _____

between _____ and Highland Outdoor Group, Inc. for the contract amount of \$_____.

CLIENT

HIGHLAND OUTDOOR GROUP, INC.