

TERMS & CONDITIONS for H&H Escobar Property Services, LLC.

1. Install warranty for plant(s) and tree(s) installed by H&H Escobar Property Services is three (3) months from the original planting date with the following conditions:

- A. Customer is and will be responsible for getting sufficient water to all plants and trees after they have been installed and assumes responsibility of care.
- B. Limited to 1 replacement for plant(s) or tree(s) per tree purchased. The current delivery charge applies to all warranty orders.
- C. Replacement plants size 5 gal. or less, to be picked up and replaced by H&H install team with as designated by salesperson customer and daily worksheet for replacement.
- D. For plants not installed by H&H, no warranty is provided, nor never warranted, regardless of who performs the planting.
- E. Unless stated on front of the invoice and approved by proper H&H management personnel, there are no extended warranty, and such will be and are declined.
- F. For Multitrunked Trees: Warranty does not apply to individual branches or trunks; only the entire tree.
- G. Palm trees planted with fronds tied up are to be cut open by customer no sooner than 3 weeks and no later than 9 weeks after the initial planting date to insure transplant survival.
- H. Warranty applies only to the transplant survivability of plant(s) material.
- I. Warranty does not cover expected fruit production, growth rate, location of planted tree or any other perceived features of the plant(s) or tree(s) variety.
- J. Warranty does not cover negligent care, pest or weather-related damage (i.e., wind, freeze, hail etc.). Please keep in mind that double staking at customers request does not provide any additional warranty against weather damage or such.
- K. There is no warranty on sod.

2. H&H is not responsible for any damages caused by the following: (Please take this into consideration when choosing locations to have items planted)
 - A. Normal digging or planting of trees anywhere on customer's property.
 - B. Moving trees to the planting location. (i.e., across patios, walkways, pool decks, curbing etc.)
 - C. Encountering underground pipes, pool pipes, irrigation lines or other utilities, while digging and or planting.
 - D. In some cases H&H will hand-digs for cautious excavation to avoid damage to underground piping/utility lines. However, it is ultimately the customer's responsibility to have these underground lines marked prior to the work being started. Any non-municipality underground lines are solely the responsibility of the customer and may incur a repair charge if damaged due to lines not being marked prior to work.
 - E. When in doubt you have the right to call the national 811 hotline prior to your scheduled install date to prevent any and all delays or damages that could be incurred to you as the customer in part for not contacting the 811 hotline.
3. Delivery time quotes are courtesy estimates only. Delivery time is never guaranteed.
4. If a delivery and/or planting job is unable to be completed as scheduled due to inclement weather conditions, it will be rescheduled based on H&H scheduling calendar and with the customer's availability for the next available date available to be completed.
5. An additional job fees could apply if H&H can't perform work as scheduled due to:
 - A. No access to planting area at time of delivery.
 - B. Location to plant is not clearly designated for all items.
 - C. Pets not restrained that may be of risk to H&H employee(s). H&H is not responsible for pets not restrained during job.

- D. Customer requesting additional plant(s) or tree(s) not available on the truck at the time of install not listed on invoice.
 - E. Material not on truck at the time of install due to change by customer.
6. H&H employee(s) DOES NOT perform any work that is not on invoice due to insurance policy regulations, this includes:
- A. Removing trees, vegetation, or tree stumps outside of invoice work
 - B. Adding irrigation lines/emitters outside of invoice work
 - C. Hauling off dirt, rock, boulders, or any other debris outside of invoice work
7. CHANGES TO SALES ORDER OR INSTALL subject to the following:
- 1. Cancelled orders (including deposits) are subject to a mandatory 15% cancellation fee. No exceptions.
 - 2. All sales are subject to a 25% restocking fee for plant(s) or tree(s) that were tagged at the nursery and rejected at the jobsite due to customer changing their mind or disliking or no longer wanting the specific plant(s) or tree(s) on the day of install. H&H will accept the plant(s) or tree(s) back free of charge if customer refuses, but NO credit or refund will be processed to customer as a result of the denial.
 - 3. If necessary, changes are not included and are paid additionally by customer (including replacement plant(s) or tree(s))
 - 4. H&H is not liable for customer's negligence H.O.A. acceptance or denial of plant or tree including any rock/gravel or materials being used. It is the customer's responsibility to inform the salesperson immediately of any and all restrictions of the communities H.O.A. prior to the time of purchase and definitely prior to the day of install.
 - 5. Any changes to this invoice must be made at least (3) business days prior to the install date to avoid delays availability of plant(s) or tree(s) or other materials being used for project.

8. H&H Office Charges or Store Credits:

- A. Returned (NSF) checks subject to \$30.00 fee.
- B. Approved refunds are for store credit only. (No Cash Reimbursement)
- C. Store credits expire 12 months after issuance.
- D. Gift cards/gift certificates cannot be replaced or refunded if lost. They have no cash value and cannot be returned for a refund.

9. H&H is not liable for any damage at residence due to delivery of rock, gravel or pavers.

- A. All gravel, rock, sod, and turf orders are not refundable or returnable.
- B. Gravel, rock and paver colors and sizes may vary slightly than shown at the nursery.
- C. Gravel and rock orders are dropped in the street unless noted differently on invoice by customer request.
- D. Gravel and rock choices are the responsibility of the customer. H&H cannot guarantee that we can match the exact gravel and or rock in your yard. Weather and aging conditions often alter the color and size of the gravel and rock over time.

These are official terms of sale. No other terms, verbal, written or implied are valid unless documented on the final sales documentation.

ALL SALES ARE FINAL AT TIME OF PURCHASE.

Please note that any questions or concerns should be discussed with salesperson and asked to be outlined in documentation, but it will be included as part of the sales process.

Unless stated on front of the invoice and approved by proper H&H management personnel, there are no extended warranty, and such will be and are declined.