

All information contained herein shall be held in accordance with Sec 521.052 of the Business and Commerce Code.

### **Landscaping Limited Warranty**

The landscape limited warranty provided by **H&H Escobar Property Services** covers all items listed below for plants or trees installed by the company. This **limited warranty is valid for a period of 3 months (90 consecutive days)** from the original installation date, subject to the following conditions.

#### **Landscaping:**

- 1. Any issue(s) will be visible between 3 to 7 days of installation** with any installed plant(s) or tree(s). The customer is responsible for reporting issues sooner than later. Not at the 90-day mark. Our team lead upon arrival will determine if the plant(s) or tree(s) have been a recent issue or for a longer period than reported.
- 2. All warranty requests must be done online via our website.** Customer will be required to fill out an online warranty request form and detail all issues in the request. We cannot accept any warranty request via phone call, voicemail, text message or email. All warranty requests are usually internally processed for review within 3 to 5 business days. Once submitted you will receive a follow-up email and or call with the next steps in reference to an approved or declined request.
- 3. Customer is and will be responsible** for providing all newly installed plant(s) and tree(s) sufficient water after they have been installed and assumes responsibility for care.
- 4. A water guide is and will be provided** for customers to follow. If you have any questions or concerns you may ask the team lead, salesperson or visit our website.
- 5. Customer is limited to 1 replacement per** plant(s) or tree(s) that has been purchased with H&H. Replacements will be noted and usually handled between two to three weeks from the original warranty request date to allow time to obtain replacement plant(s) or tree(s) and allow scheduling for installation based on current company workload.
- 6. Plant(s) or Tree(s) not installed by H&H,** are not covered by our company warranty, nor is warranty ever provided for such plant(s) or tree(s). Verification of plant(s) or tree(s) are done upon arrival by the team lead to assure only H&H installed plant(s) or tree(s) to be replaced are covered.
- 7. Replanting of any existing plant(s) or tree(s)** are not covered for replacement regardless of H&H installation team performing the replanting. At the time of the sales visit you will be and are advised of potential issues of replanting or a shock phase that can and will occur.
- 8. Extended Warranties,** there are no such coverages by H&H. Under certain rare circumstances extended warranties are noted and listed on your invoice by proper H&H Management Personnel. This is the only acceptable coverage that will be accepted.
- 9. For Multi-Trunked Tree(s)** warranty does not apply to individual branches or trunks. Only for the entire tree.

10. **Palm Tree(s)** planted with fronds tied up are to be cut open by the customer no sooner than 3 weeks and no later than 9 weeks after the initial installation plant date to insure transplant survival.
11. **Double staking at customers' request does not** provide any additional warranty coverage against weather-related damage or such during high winds, hurricanes or tropical storms.
12. **The warranty applies only to** the transplanted survivability of the plant(s) material.
13. **The warranty does not cover** expected fruit production, growth rate, location of planted trees or any other perceived features of the plant(s) or tree(s) variety.
14. **The warranty does not cover** negligent care, fungi, pest or weather-related damage (i.e., frozen weather, hail, wind etc.)
15. **Any replacements of plants size 5 gallons or less** can be picked up by customers at our office located at 1333 E FM 1462 Rosharon Texas 77583. If you prefer H&H to deliver and install your replacements, there will be a **fee assessed to deploy** the installation team on a case by case basis.

I have read and understand the above important key points as part of the installation process being provided by the company, H&H Escobar Property Services LLC, and its affiliates.

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Customer Signature Required

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Date