



Michael Grimm Landscape & Tree Service

We would like to thank you for your interest in our company and we look forward to working with you in the near future.

Plant Guarantee

Michael Grimm Services, Inc. will replace or credit all nursery stock supplied and installed by us that fail to survive for a period of one year from the date of installation. Plants will only be replaced once at no charge for the materials and labor. Replacement plants are not warranted. Liability not to exceed plant value.

The following are expressly excluded from coverage by the warranty: perennials, groundcovers, bare root plants, plants in containers above ground, client supplied plants, transplants, grass seed and sod along with specified plants that might be installed in a location against the advice of Michael Grimm Services, Inc. Transplanting, in most cases, is successful. However, to insure success we must prune each plant moderately to severely as we deem necessary before it is relocated.

Once material is delivered and installed, the responsibility for disappearance, theft or vandalism shall be the customer's.

All construction shall, unless otherwise specified herein, carry a one-year warranty from the date on the invoice on materials and workmanship excluding neglected maintenance, misuse, vandalism, or damage from acts of God. Where applicable, manufacturers' warranties shall apply. Warranties will be voided in cases of physical and/or chemical damage, neglect in watering or pest control or in accounts over 30 days past due from date of invoice.

All material is warranted to be as specified. All work is to be completed in a workman-like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. All our personnel are fully covered by Workmen's Compensation Insurance. Michael Grimm Services, Inc. is a fully insured contractor.

Hardscape Guarantee - 1 Year Full Guarantee

This guarantee will cover any and all problems occurring with new Hardscapes installed by Michael Grimm Services, Inc. as they pertain to workmanship and structure. 1 Year guarantee includes all labor and material costs.

Lifetime Guarantee

Products used by Michael Grimm Services, Inc. will typically carry a manufacturer's guarantee. The guarantee does not apply to splitting, chipping or other breakage that could be caused by impact, abrasion or overloading. Manufacturer's obligation is limited

to supplying new material at no charge to replace the defective product. Installation costs will be the responsibility of the buyer, in the case of product replacement, not when in the case of workmanship. The guarantees on paving stones and wall systems are only valid for residential applications and will apply for as long as the original purchaser owns the property. Color matching cannot be guaranteed and replacement labor is not included.

In order for this guarantee to be honored, it is recommended that you keep proof of your purchase (your invoice or product description labels from the pallets).

*Pavers or wall units used to surround existing concrete structures (i.e. patios, walks or steps) or within 3' of any backfilled structures as per customer request will NOT be repaired under this or any other policy.

Conditions

For your convenience, we call DIGSAFE NY to locate all underground utilities. The customer may accept that responsibility if he/she chooses. Any other obstacles not marked are the client's responsibility to notify us as well. Any damage to such underground shall not be the responsibility of Michael Grimm Services, Inc. We have the right to substitute any plant under warranty with one of equal value. The landscape contractor shall not be held responsible for concealed conditions such as, but not limited to: rock, water, clay pan, asphalt or any other obstacles encountered which are not apparent at the time of estimating.

It will be the customer's responsibility to clear the area to be landscaped of all debris, building materials and any other obstructions, unless Michael Grimm Services, Inc. is contracted to do so.

Substitutions of plant material may be necessary due to the availability of certain materials, with designer and customer approval.

All materials installed by Michael Grimm Services, Inc. will be true to name and up to or above industry standards. Plants will be free from disease, insects and in healthy condition when planted. Proper watering, fertilizing and pest control are necessary to maintain healthy plant growth. Warranties will be voided in cases of physical and/or chemical damage, neglect in watering or pest control, or in accounts over 30 days past due from the date of invoice. Once installed, we are not responsible for damage from acts of God or extreme weather conditions, theft, vandalism or disappearance.

Before, during or after installation of any landscape project, excessive storm damage may cause erosion and washout conditions. Michael Grimm Services, Inc. will not be held responsible for storm damage. We will restore the areas to their original condition after signing a contract to approve such restoration.