

intimate spaces (Contractor), warrants all labor for a period of TWO years from the date of completion of work under this limited warranty. This limited warranty extends only to the home owner (Client) that hired intimate spaces, and is not transferable. Contractor further warrants that no mechanics lien shall arise in connection with furnishing of such work. Should any warranted work be found defective within the explicit meaning of this warranty, Contractor shall, at its option, (a) replace, (b) repair the defective work. No warranty reimbursement shall be made if Owner independently contracts work to be done by other parties. To the extent permitted by applicable law, all warranties given by manufacturers pertaining to materials used by Contractor in connection to the project will be passed to the benefit of the Client. This warranty covers labor to replace defective or damaged parts as warranted by the manufacturer for the duration of manufacturer's warranty (labor not to exceed 2 years).

This Limited Warranty applies and is limited as follows:

1. To the Client only as long as they remain in possession as the original owner as named on the contract.
2. That he specified work has not been subject to accident, misuse, or abuse as determined by Contractor.
3. That the specified work that has not been modified, altered, defaced, or had repairs made (or attempted) by others.
4. Contractor is immediately notified by phone, email, warranty claim form, or letter within fifteen (15) days of the first knowledge of defect by Client.
5. Contractor shall be given first opportunity to make any repairs, replacements or corrections to the defective work within a reasonable period of time. If the defect is considered to be parts or manufacturer defect and not workman ship, or it does not fall within the time period of this warranty, standard rates, including labor, apply according to manufacturer's warranty.
6. Contractor shall not be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of workmanship.
7. This Warranty is limited to claims on workmanship from the original contract commencement date as noted on the contract. Repairs and service orders do not extend the warranty period.
8. Any unpaid contractual balances due will void this entire warranty.

**GENERAL AND HARDSCAPE CONSTRUCTION:** This warranty does not cover ordinary wear and tear, abuse, neglect, or general maintenance connected with ownership. This workmanship warranty does not cover masonry cracks, finish on concrete, paver bricks, wall block, natural color variation, natural movement, cracking, peeling, popping of surface or otherwise, on any concrete and/or masonry work. Shrinkage and expansion cracks are normal with concrete and masonry products. The use of artificial lights to detect defects is not accepted. Defects must be detectable to the naked eye in normal light conditions. This warranty does not apply to damage to any structure caused by force of nature including, but not limited to, extreme temperatures, freezing, thawing, high winds, excessive humidity, and conditions that are considered extreme or abnormal, rodents, insect damage, disease, over or under watering or improper plant maintenance practices.

**LOW VOLTAGE LIGHTING:** This warranty does not cover ordinary wear and tear, abuse, neglect, or general maintenance connected with ownership. This workmanship warranty does not cover standard replacement parts such as LED circuit boards and bulbs. Contractor warrants fixtures, wiring and transformers for the period of 12 months from notice of completion.

**PLANT MATERIAL:** This warranty does not cover ordinary wear and tear, abuse, neglect, or general maintenance connected with ownership. Contractor warrants plant material for the period of 12 months from notice of completion. Annuals, tropicals and transplanted plant material are not warranted or guaranteed.

Defects in materials not apparent to Contractor at the time of installation or insufficiency of material due to deviation by the manufacturer or supplier of materials are not covered under this warranty. Contractor shall not be held liable for damage, default, or insufficiency for which any manufacturer, supplier, or service facility is responsible under any warranty, agreement, or service policy. Contractor is not accountable for damages to the surrounding of the said construction caused by insufficient site access. All requests for services for warranty work that are determined not to apply as warranty work will be billed at the normal service rate at the time of service. Any unpaid services will void the warranty of any future warranty services throughout the remaining warranty period. This warranty does not extend beyond any applicable product warranty or manufacturer's warranty and are set forth in lieu of all other warranties, express, or implied, and Contractor makes no warranty other than those set forth above.

**THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION WITHIN THIS DOCUMENT.**