



WARRANTY AND REPLACEMENT POLICY

WARRANTY: Landscaping, Sprinkler System, Hardscape, Lighting and other work performed by Hermes Landscaping are warranted for the full cost of the material and labor for one year from date of installation if installed by Hermes Landscaping. The warranty is restricted as noted in the following paragraphs.

The survivability and health of your plants is dependent upon a partnership between Hermes Landscaping and you. Healthy plants, which are properly installed, are our responsibility. Care and maintenance of the plant material is your responsibility.

If a plant(s) should die and you believe it is not your responsibility and it is within your Warranty Period please contact us at 913-888-2400, or you can complete a Warranty Request Form online by visiting our website at <https://www.hermeslandscaping.com>. If the failure was not due to lack of proper care, we will write a replacement order and the plant(s) will be replaced within three (3) weeks of receiving notification (if during proper planting season). Replacements will be based on availability of stock, and Hermes Landscaping reserves the right to substitute as required.

- **Plants will be replaced once only.** Replacements are not warranted. Hermes Landscaping does not recommend replacement of plants except during the late spring and fall planting seasons, since replacements are not warranted and the chance for survival is better during these times.
- There will be no cash refunds.
- Deciduous trees, shrubs, perennials, grasses and groundcover must be given until May 15th to leaf out before calling for warranty replacements.

WARRANTY EXCLUSIONS:

- A. Any special request plant, which is not hardy or is only marginally hard in our area.
 - B. Plants that are destroyed by acts of God, including but not limited to, high winds, floods, vandalism, lack of maintenance, abuse, drought, neglect, or willful damage to property by man or animals.
 - C. Any plant material that has been transplanted by Hermes Landscaping or any plant that has been moved from its original location.
- During the one-year warranty period, Hermes Landscaping will visit the site a maximum of two times to remove and replace dead plant material. If necessary, Hermes Landscaping will visit the site one additional time during the one-year warranty period to remove dead plants only. This corresponds to three visits to the site at no charge during the one-year warranty period. All trips to the site in excess of these three to either remove dead plants or install replacements will be billed at \$100.00 per occurrence.
 - This warranty will be permanently voided on past due accounts. Upon full payment, the warranty may be reinstated, at Hermes Landscaping's option, for the remainder of the original warranty period. The charge for reinstatement will be \$250.00.

The foregoing is the sole warranty for work provided by Hermes Landscaping. Hermes Landscaping will not be liable for any other warranties, expressed or implied. All other warranties are excluded, including the implied warranties of merchantability and fitness for a particular purpose. There are no other warranties, which extend beyond the description of the face hereof.

Hermes Landscaping will have no liability under any circumstances for indirect, special, incidental, liquidated, or consequential damages.