

# Plant Materials Limited Warranty

Clark’s Cutting Edge would like to thank you for choosing us as your preferred landscape and lawncare company. Your satisfaction as our customer is of upmost importance to us, which is why we provide a limited warranty on plant materials purchased and installed by us.

## Limited Planting Season Warranty

Plant materials purchased and installed by Clark’s Cutting Edge include a Limited Planting Season Warranty, so long as proper care and maintenance is followed as outlined in this warranty and its attachments. This includes the full cost to replace and install any plant materials that are severely damaged or dead, including the cost of the plant(s) and labor to install the replacements, so long as it is within the planting season. The “planting season” begins on the date that the plant materials are installed and ends at the start of the first winter season. **The winter season is not covered under this warranty.**

## What is not covered under our Limited Planting Season Warranty

- Damage/Death of plant materials caused by:
  - Vandalism
  - “Acts of God”/abnormal weather conditions beyond our control, including but not limited to: hail, ice storms, early/late season freeze, damaging winds, and winter season damage
  - Improper watering (over or under watering)
  - Insects, pests/animals, or disease unless covered under separate maintenance contract
  - Improper fertilizing
  - Damage from chemical applications on or around plant materials
  - Plants which were originally installed by Clark’s Cutting Edge, then subsequently repaired, adjusted, moved or modified by an individual or entity other than Clark’s Cutting Edge
- Plants experiencing “seasonal die-back” if pruning and proper care will restore their health
- Plants sold at a significantly discounted rate
- Annuals, bulbs, and transplanted plant materials

## Care and Maintenance Clause

Customers must follow the care and maintenance recommendations included in this warranty and its attachments. It is the responsibility of the customer to care for and maintain plant materials upon installation. The following attachments were given to you along with this warranty pursuant to the specific needs of the plant materials installed:

- Watering guidelines
- \_\_\_\_\_
- \_\_\_\_\_

### **“At Cost” Limited Warranty**

Clark’s Cutting Edge also provides a one (1) year “at cost” limited warranty on all plant materials purchased and installed by CCE. Customers may purchase replacement plants through Clark’s Cutting Edge at CCE cost. This warranty covers any and all causes of damage/death to plant materials within one (1) year from the date of installation. **This warranty does not cover delivery/installation of replacement plants.** In the event replacements are unavailable, customers may choose a replacement at equal or lesser value.

### **Implementing Your Limited Planting Season Warranty**

It is the responsibility of the customer to contact Clark’s Cutting Edge at the first sign of damage or death to plant(s).

Report concerns to our office at (219) 261-2861 or by email at [office@clarkscuttingedge.com](mailto:office@clarkscuttingedge.com)

Please include your name, phone number, the plant species, number of affected plants, and a brief description of your concerns. If possible, please include pictures of the affect plant materials in your email.

While we understand and value the report you may have built with a specific employee with our company, we kindly request you contact the office with any warranty related concerns.

For the Limited Planting Season Warranty, you must contact CCE within the “planting season” for the warranty to be valid.

For the “At Cost” Limited Warranty, you must contact CCE within one year of the date of installation for the warranty to be valid.

### **Replacements Under Your Warranty**

Warranty replacements will be ordered and/or installed during optimal planting seasons, typically between May 1st through June 30th or September 1st through November 15th. Replacements will be based on availability of stock. Clark’s Cutting Edge reserves the right to substitute when necessary. Plant materials will only be replaced once. Replacement plants are not covered under any CCE warranties.

### **Additional Warranty Information**

The foregoing is the sole warranty for plant materials purchased and installed by Clark’s Cutting Edge. Clark’s Cutting Edge is not liable for any other warranties, expressed or implied, orally or in writing, by any CCE employee. The terms of this warranty can only be amended by a CCE owner. Said amendments must be completed in writing, with signature approval by both the CCE owner and customer.

There will be no cash refunds for plant materials.

This warranty is void on any past due accounts.