

TERMS & CONDITIONS



General Terms

1. Payments must be made in accordance with terms as listed. All jobs require a signed proposal and a 10% deposit to schedule your work. For jobs over \$3,000.00, progress payments may be required depending on the scope and size of your project. The amounts and timing of these payments will be discussed and agreed upon with your project manager—prior to work commencing. On all jobs the balance due, including any add-ons or changes is due immediately upon completion of the work. All past due accounts after 10 days will void all warranty claims. If the total of the contract price and any billed extras are not paid in full at job completion, Holly Days Nursery, Inc. (HDN), has the right to seek legal action for the outstanding balance, reasonable attorney's fees, filing fees, and other fees associated with said legal action, as well as interest at the rate of 1.5% per month.
2. The buyer shall be charged a \$30.00 fee for each cancelled or returned check.
3. The buyer is responsible for any permits and township fees unless otherwise stated in this contract. If project is delayed or stopped due to any issues with permits, customer is still responsible for all material and labor cost incurred up to delay or stoppage.
4. HDN shall proceed diligently to commence and complete the project but shall not be responsible for delays caused by inclement weather conditions, materials availability beyond our control, or other acts of nature.
5. Any unmarked underground utilities or other unmentioned underground items that are damaged during construction are not the responsibility of HDN, this includes, but is not limited to cable, sprinklers, electric cables, drainage pipes, gas lines, septic lines and dog fencing. By law Holly Days Nursery is responsible for contacting PA1Call for underground PUBLIC utilities, not the customer, and will do so prior to work commencing. Customer is responsible for all PRIVATE underground utilities/items.
6. Unless specifically stated elsewhere, this estimate does not cover unsuitable/unusable soils, buried debris, bedrock, contaminated soil, buried tanks, underground utilities or underground springs, seepage areas, sink holes or empty caverns/voids. An estimate for remediation of these items will be made upon discovery.
7. Any damage to concrete, asphalt, siding, stone, paint, brick, etc. will be replaced with the original material or the closest available match, make and color. When replacing the damaged item(s), the color may not match the remaining undamaged item due to aging and therefore, HDN will not be held responsible for the replacement of the undamaged items to produce a matching color.
8. HDN will use reasonable means to protect driveways, aprons and sidewalks from cracks or failures during normal construction but is not responsible for any damage that may occur.

Plant Material

1. Plant warranty: Plant material installed by Holly Days Nursery will be under warranty for one year from date of installation. The customer must follow care instructions for plant warranty to be valid. Watering instructions can be found on our website. Warranty is valid for one plant replacement only of same or equal value plant, for one time only. This does not include labor or delivery of plant, meaning you, the customer, may pick up your replacement plant at Holly Days Nursery, Inc. at no charge. If you would like a representative from Holly Days Nursery, Inc. to replace it for you, at our then current labor charge per man hour port to port (currently \$65/hour). We must be notified of plants in ill health before they are beyond saving. Warranty does not cover damage caused by man, animal (including deer), drought, flooding, over-watering, under-watering, insects, disease or unusual acts of nature. Exclusions: There is no warranty on any Crape Myrtle, Camellia, Hardy Gardenia, perennials, annuals, sod, or ground cover at any time and no warranty on Southern Magnolia and Broad-leaf Evergreens planted between Nov15 & May15. All transplants of material provided by customer will not be covered under this warranty. All plants discounted 25% or more are excluded from warranty.
2. Hydro-seeding, slit-seeding, over-seeding of grass and sod is not guaranteed. Due to varying weather conditions and the buyer's responsibility for care, a warranty cannot be given for grass establishments. Holly Days Nursery will guarantee to provide only the best product and correct applications/installation of seed and sod. Holly Days Nursery, Inc. is not responsible for storm damage or rain washout of seeded grass and/or topsoil. If these situations occur, the area can be re-seeded/re-graded at the buyer's expense only after the original contract has been paid in full. HDN will work with customers should these conditions arise, but it is not considered a warranty issue.

General Plant Care Instructions

Slow deep watering is key. Water must reach the bottom of the root ball. For watering instructions see www.hollydaysnursery.com (look under "About" >> "FAQ") or speak to your project manager directly. All watering schedules will need to be adjusted daily due to changing weather, plant species, and soil conditions.

Patio, Walkways, Walls

1. Installation by Holly Days Nursery will be conditionally warranted for 36 months from date of installation. This warranty covers defects in workmanship or any material defects. This warranty does not include any damage incurred by



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homeowner, such as damage by mowers, tractors, or other equipment, or any other damage not incurred by normal wear and tear.

2. Hardscaping installation by Holly Days Nursery meets or exceeds, all Interlocking Concrete Pavement Institute (ICPI) and the paver manufacturers specifications.

3. Paver patio & masonry projects that are installed and maintained every 2 years by HDN will be under warranty for the life of your project to original owner.

Natural Stone

1. Bluestone, flagstone, fieldstone, or any other natural stone that is quarried out of the earth is not warranted by the quarry or any other manufacturer including HDN.

2. We purchase natural stone from the best vendors available and inspect all stone prior to installation. However, natural stone may contain certain inert mineral deposits that can cause changes in color and sometimes the integrity of the stone.

3. All masonry work including manufactured veneer stone & natural stone, clay brick and other masonry constructed projects may show signs of efflorescence. Efflorescence is not a workmanship issue and therefore not covered under warranty.

4. Weeds, Moss, or discoloration caused by sun, shade, or natural seed germination in any hardscape project is not a warranty issue.

Concrete

Concrete work is not under any warranty from stress cracks. Colored concrete is not exact match as same samples. HDN does its best to install all concrete footers, walkways, patios & pool decks at or above industry standards. Yes, concrete can crack. We do not like when this happens, and we do everything possible to prevent cracks including installing control joints. Concrete cracks that are 1/4" or less are considered normal. There is no warranty or guarantee that concrete will not crack.

Lighting

1. Professional grade, low-voltage lighting systems installed by Holly Days Nursery include a 3-year warranty on any defects in workmanship.

2. All professional grade lighting installed by Holly Days Nursery is under a manufacturer warranty for a minimum of 5 years and some for life. Corrosion and natural patina is not covered under warranty.

3. Light sockets and fixture housing on all fixtures are warranted to light for life to the original purchaser provided lamp is good.

4. LED Lamps are warranted for five (5) years or 30,000 hours, whichever comes first to the original purchaser.

Pond Materials and Workmanship

1. Any warranty on any portion of the materials comprised of ponds shall be limited to the terms and conditions of the Manufacturer's Warranty.

2. Defective pond materials will be replaced during the Manufacturer's Warranty period with the identical or similar item and is limited to the cost of the defective material not the labor to install or replace. The then current labor rates for pond servicing will apply.

3. HDN shall guarantee the installation of ponds for one (1) year against defects in workmanship. The guarantee does not cover damage caused by neglect, mistreatment or alteration to the work by the client or any other individual. The work is not guaranteed against damage caused by ground settlement or erosion, weather conditions, including but not limited to, drought, flooding, extreme cold or heat, or other acts of nature. This guarantee is limited to the replacement and installation of materials.

4. General cleaning and maintenance to pond environments can affect the health of plants and aquatic life (fish, snails, etc.). HDN takes all reasonable precautions to prevent any plant or aquatic life issues or death but is not responsible for replacement costs if this should happen.



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