



# **Second Nature Landscapes**

## **Second Nature Limited Warranty**

Thank you for choosing Second Nature Landscapes. We genuinely appreciate your business, and hope your new landscape will bring you years of enjoyment. We stand behind everything we do, and your continued satisfaction is very important to us.

Second Nature expressly guarantees that all work performed will be done according to the plans and specifications provided for the Project, that all materials will be true to name and free from known defects, and that all work will be done in a workmanlike manner according to applicable building codes and regulations and standard practices in the trade. This limited, non-transferrable warranty applies from the date that the Project is completed and final payment is made in full by the Owner.

### **Irrigation Systems**

Second Nature guarantees all materials and workmanship for a period of One (1) year from installation, contingent upon proper system winterization, start up and maintenance. Second Nature Landscapes offers both Turn-on and Turn-off Services. This limited warranty does not cover damage to the system due to abuse, misuse, or neglect; or deficiencies in function caused by changes in water volume or pressure.

Second Nature will repair or replace at its discretion, any work found to be defective during the warranty period.

A copy of the manufacturer's warranty for the sprinkler components is available upon request.

### **Soil and Grading**

Second Nature will establish grades and swells to ensure adequate and proper drainage away from the home. The goal is to drain all water away from the home at a minimum grade of 2 percent. If this is not possible, proper underground drainage will be recommended. Second Nature will pre-grade the property prior to landscape construction. After pre-grade, it is possible that settling or grade changes will require additional fill or topsoil. If Second Nature's recommendations for fill or topsoil are not accepted, results for plant and sod growth and drainage may vary, and will not be covered by this warranty. This limited warranty does not cover the following: formation of puddles due to runoff from surrounding properties, over-watering, or excessive rainfall; any settlement of sub-grade not installed by Second Nature; improper drainage caused by pre-existing soil conditions such as, but not limited to, clay sub-surface or rocky sub-soil; settling due to, but not limited to, buried decomposable material, building foundation material, or sewer and water trenches and/or settling. Owner is responsible for maintaining downspouts and ground movement after Project completion.



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## **Underground Drainage Systems**

Second Nature Landscapes guarantees all materials and workmanship for a period of One (1) year from installation. This limited warranty does not apply to the following: improper drainage due to lack of maintenance; punctures; or disturbances from future construction.

Second Nature will repair or replace at its discretion, any component that fails or any system that fails to drain.

## **Concrete**

Second Nature guarantees all materials and workmanship for a period of One (1) year from installation. This limited warranty does not cover the following: damage by equipment; Spalding due to the use of de-icing salt; cracks from frost or ground movement; or normal sealer wear or weathering.

Second Nature will repair or replace at its discretion, any work found to be defective during the warranty period.

## **Modular Block Walls**

Second Nature guarantees all material and workmanship for a period of Two (2) years from installation. This limited warranty does not cover the following: any settlement of sub-grade not installed by Second Nature; settling due to pre-existing soil conditions such as, but not limited to, buried decomposable material, building foundation material, or sewer and water trenches; settling caused by driving or operating heavy equipment; or deterioration of blocks due to salt damage.

Second Nature **will** repair or replace at its discretion, any work found to be defective during the warranty period.

A copy of the manufacturer's warranty for the modular blocks is available upon request.

## **Paver Patios**

Second Nature guarantees all material and workmanship for a period of Two (2) years from installation. This limited warranty does not cover the following: any settlement of sub-grade not installed by Second Nature contractor; settling due to pre-existing soil conditions such as, but not limited to, buried decomposable material, building foundation material, or sewer or water trenches.

Second Nature **will** repair or replace at its discretion, any work found to be defective during the warranty period.

A copy of the manufacturer's warranty is available upon request.



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## **Flagstone Walls or Patios**

Second Nature guarantees all material and workmanship for a period of Two (2) years from installation. This limited warranty does not apply to the following: natural change in color or fading of the stone itself caused by exposure to light, water; or air; deterioration of the mortar, concrete or stone itself caused by the application of salt or other chemical de-icer; damage caused by physical blows; movement at expansion joints that does not exceed 1/2 inch; efflorescence on the joints or stones in the first year after completion of the Project; any settlement of sub-grade not installed by Second Nature; settling due to pre-existing soil conditions such as, but not limited to, buried decomposable material, building foundation material, or sewer or water trenches; damage caused by sealants; or damage caused by Owner abuse or neglect.

Second Nature will repair or replace at its discretion, any work found to be defective during the warranty period.

## **Low- Voltage Lighting**

Second Nature warrants lights, transformers, wiring, and other lighting products (with the exception of light bulbs) to be free from defects in material and workmanship for a period of One (1) year from installation. Second Nature guarantees all low-voltage wiring to be installed at proper depth (according to code) and to provide proper layout, installation, wire gauge, and proper burial wire. This limited warranty does not cover the following: Changes in fixture finishes due to prolonged exposure to sunlight, airborne pollutants, or other forms of weathering.

Second Nature will replace any product found to be defective during the warranty period.

## **Timber Work**

Second Nature guarantees that there will be no shifting or heaving of timber walls due to structural integrity for a period of Two (2) years from installation. This limited warranty does not cover the following: rot; pest infiltration; variations inherent in wood or any treatment process; settling due to foundation soil movement; or marring of surfaces by hard or sharp objects.

Second Nature will repair or replace at its discretion, any work found to be defective during the warranty period.



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## **Decks, Fences, Trellises, and Pergolas**

Second Nature guarantees that there will be no major cracking or splitting of wood or composite surfaces for a period of one (2) year from installation. This warranty does not cover the following: variations in wood or composite color due to the wood or treatment process; uneven fading of wood; normal checking and shrinking of wood; or marring of surfaces by hard or sharp objects.

Second Nature will repair or replace at its discretion, any work found to be defective during the warranty period. Copies of any manufacturers warranties are available upon request.

## **Boulder Work**

Second Nature guarantees that there will be no shifting or dislocation of boulder work due to poor fit or any major settling of the soil behind the wall for a period of One (1) year from installation. This limited warranty does not cover the following: color variations of boulders; mild chipping or spalding, which is common to boulders; or shifting and settling due to foundation soil movement or minor shifting of the soil through the face of the wall.

## **Sod/Seed**

Second Nature warrants all sod and seed to be true to name. Second Nature will replace any sod or seed that fails to grow through the first 30 days following installation, contingent upon proper maintenance and reporting any failure within the warranty period. This limited warranty does not include labor to re-sod or seed.

## **Plants**

- Annuals, Perennials
- Hybrid Roses
- Ground Covers
- Vines
- Water
- Plants
- Trees
- Shrubs
- Evergreens



Second Nature warrants all plants to be true to name. Second Nature will replace any tree, shrub, or evergreen, which fails to grow or dies within **6 months** following the date of installation, contingent upon proper maintenance and watering and reporting any failure within the warranty period. This limited warranty does not apply to the following: transplanted material; material planted in above-ground containers; damage caused by animals. Labor to replant is included only if the original planting was done by Second Nature.

Second Nature reserves the right to inspect the plants in question and to suggest corrective measures, when applicable.

### **General Exclusions**

This limited warranty does not cover the following:

- Damage resulting from fires, floods, storms, or acts of God;
- Damage from Owner misuse, abuse, neglect, or alterations;
- Damage resulting from malfunctioning service delivery services, including electric, water, or any other utility services;
- Work for which Second Nature has not been paid, including extra work orders, change orders, or any other work performed by Second Nature for which there remains an outstanding balance.

### **Warranty Limitations**

- This limited warranty is extended to the Owner and is not transferrable.
- This warranty is limited to the repair or replacement of materials. Second Nature is not liable for any consequential damages or incidental damages other than incidental damages expressly imposed by law, arising out of the failure of the work done or the material used on the Project.
- All implied warranties, including implied warranties of merchantability and of fitness for any particular purpose are limited to One (1) year from the date of Project completion.

### **Warranty Service**

To obtain service under this warranty, the Owner must contact Second Nature by mail, e-mail, or telephone. Second Nature will inspect the Owner's premises within ten (10) days of notification, at a mutually agreeable time. Following inspection, if it is determined that warranty service is necessary; Second Nature will perform the service at a time agreed to between Second Nature and the Owner.