



Letter of Warranty

Product Category:
Landscaping

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Katerra Limited Warranty

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Performance Guideline: At the time of installation, all ground cover, shrubs, plants, trees, sod, or seeded lawns planted by Katerra or Katerra's subcontractor, as part of a contract, will be alive.

Corrective Measure: For 90 days after installation, any ground cover, shrub, plant, tree, sod, or seeded lawn planted by Katerra or Katerra's subcontractor, as part of a contract, will be repaired or replaced to meet the performance guideline.

Katerra provides a 90-day maintenance period for plants commencing on the documented acceptance of that portion of completed Work by the property owner, or the owner's authorized representative. All ground cover, shrubs, plants, trees, sod, or seeded lawn will be kept at optimum growing condition by regular, reasonable maintenance and protection required for the successful completion of the Work. Weeding of the slopes and other landscaped areas will be maintained during the maintenance period.

- a) Maintenance will include:
 - I. Daily watering of all material.
 - II. Weeding and removal of all weeds from ground covered areas.
 - III. Filling and replanting of any low areas which may cause standing water.
 - IV. Filling and re-compaction of eroded areas.
 - V. Pruning of dead or dying branches.
 - VI. Reviewing the plant and soil conditions and verify irrigation is working.
 - VII. Verifying proper staking and guying for trees.
 - VIII. Ordering and installing replacement plants at the end of the first 30 days, 60 days, and 1 week before the 90-day maintenance period expires.
- b) Ground cover areas will be maintained weekly for the first 30 days, bi-weekly during the remaining warranty period days, removing all weeds and grasses, fine-tuning, and winterizing the irrigation system, as needed to ensure adequate coverage while minimizing overspray.
- c) During the entire maintenance period, Katerra or Katerra's subcontractor will be responsible for identifying any plant material that has settled, allowing the flair at the base of the plant to sink below finish grade. Any plant material that has settled in such a manner must have the soil pulled away from the flair at the base of the plant and granite redistributed over the rootball. In addition, Katerra or Katerra's subcontractor is responsible for weeding, spraying, fertilizing, raking, mulching, pruning, replanting, and watering areas with proper amounts of water to assure the all planted materials.
- d) Irrigation and planting of unit production areas will be accepted on a building-by-building basis. Upon acceptance, the 90-day maintenance period will commence for that designated area.

THE FOLLOWING CONDITIONS ARE NOT COVERED BY THE LIMITED WARRANTY:

- 1) Damage caused in whole or in part by natural calamities or acts of God, (including but not limited to earthquakes, tornadoes, tropical storms, hurricanes, lightning, windstorm, fires, floods), exposure to corrosive contaminants (including but not limited to salt water or chemicals in storm waters), mold or mildew accumulation, damage due to air pollution, falling objects or impact of foreign objects, explosions, job site conditions, acts of vandalism, or accidents.
- 2) Damage caused by maintenance tools, adjacent chemical applications, incorrect fertilization, children, animals, or insects.

The cost of repair or replacement for any of the above, excluded circumstances will be borne by the customer.

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Replacement material is warranted for the remaining portion of the original material's warranty period. The original warranty period is not extended by repair or replacement activities.

This warranty is not in force until full payment has been received for the covered products. Katerra's total liability or cost, for the duration of this express warranty, is limited to, and capped at, the original purchase price of the warranted product(s).

This warranty is valid for the original purchaser or owner at the original installation location in the United States and is non-assignable and non-transferable.

DISCLAIMER OF IMPLIED WARRANTIES

TO THE EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, ARE DISCLAIMED. UPON THE EXPIRATION OF THE ABOVE STATED LIMITED WARRANTY PERIOD, ANY AND ALL APPLICABLE IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED ALSO EXPIRE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM KATERRA OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

LIMITATION OF REMEDIES – EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

THIS WRITTEN WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM KATERRA AND REPRESENTS THE SOLE REMEDY TO THE PURCHASER/OWNER EXCEPT AS OTHERWISE REQUIRED BY LAW. KATERRA MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY HEREIN. THE WARRANTIES AND REMEDIES PROVIDED HEREIN ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD PROVIDED HEREIN UNLESS A SHORTER PERIOD IS PERMITTED OR REQUIRED BY LAW. KATERRA DOES NOT ASSUME AND SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LABOR COSTS TO REMOVE AND/OR REPLACE PRODUCT, AND ANY OTHER HARM TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS, OR TO ANY OTHER PERSONS OR PROPERTY, WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIMS DERIVED IN TORT, OR FOR ANY OTHER CAUSE.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

WARRANTY CLAIMS

To submit a warranty claim:

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Web: www.warranty.katerra.com

Mail: Katerra Warranty Department
9305 E Via de Venture, STE 200
Scottsdale, AZ 85258

Proof of purchase is required to support any warranty claim.