



- **Standard Warranty Inclusions:**

- All Extended Warranties include all warranties outlined in the Standard Warranty Terms and Conditions and additional warranties outlined in the approved extended warranty package(s) so long as the Extended Warranty Requirements are maintained as per the Extended Warranty Requirements as outlined in the applicable Extended Warranty Package(s).

- **Gold Extended Warranty Package Inclusions:**

- Peregrine Landscape Construction ("Peregrine") provides a five (5) year warranty, from the date of completion of a project, on workmanship for all hardscape, decking, structure and artificial turf, irrigation, water features, and landscape lighting installations performed by Peregrine. If at any time within the warranty period work that has been completed by Peregrine becomes defective or fails due to a defect in workmanship, Peregrine shall repair such defect or failure at its own cost (the "Warranty").
- Manufacturer defects are diagnosed and replacement labor are provided at no cost so long as the defect occurs within the Peregrine provided warranty window of 5 years.
 - If the defect occurs outside of the Peregrine provided warranty window of 5 years the Homeowners must pay for the labour.
 - The Homeowner must pay for the material replacement itself if it is outside the manufacturer's warranty even if deemed a manufacturing defect.
 - If the manufacturer's warranty is approved and replacement parts are provided by the manufacturer no parts fees will be at the cost of the Homeowner unless the manufacturer only agrees to a partial replacement cost.
 - In this case the homeowner is responsible for the remaining balance of the parts costs.
 - The manufacturer's warranty will be applied for and carried out by Peregrine at no cost to the Homeowner



- **Gold Extended Warranty Package Inclusions Continued:**

- Any additional material costs required for a qualifying warranty claim that are above and beyond the replacement materials provided by a manufacturer's warranty are the responsibility of the Homeowner as per the following:
 - Additional material costs are covered by Peregrine at no cost to the Homeowner up to the total amount held in trust as per the "Warranty Reserve Fund" outlined below in this document
 - Additional material costs above the total amount available in the Warranty Reserve fund are subject to a \$250.00 Deductible at the responsibility of the homeowner
 - e.g. A warranty replacement of 6 lights in year 5 have a material replacement cost of \$1500 and those costs do not qualify for a manufacturer's replacement warranty. In addition, the Warranty Reserve Fund was depleted to \$0.00 in year 4 after an Artificial Turf warrant claim was approved and completed by Peregrine. The cost to replace the 6 lights in year 5 will only cost the Homeowner the \$250.00 Deductible
- For replacements of living items (e.g. plants, sod) after the 1 year Standard Warranty Inclusion and 1 time replacement terms within that 1 year period will be replaced by Peregrine. The replacement eligibility and costs are determined as follows:
 - A credit of the original purchase price is put toward the new living item(s) and the homeowner pays the market-rate difference at the time of replacement.
 - The replacement living item(s) then qualify for a new or "reset" warranty period of 1 year.
 - If the replaced living item(s) fail within the 1 year warranty reset period Peregrine will replace the living item(s) so long as the living item(s) reset warranty period is within the end date of the 5 year Gold Extended Warranty Package
 - If the replacement living item(s) fail within the 1 year warranty reset period but outside of the 5 Year Gold Extended Warranty Package end date the replacement of the living item(s) is at the sole cost and responsibility of the Homeowner



- **Gold Extended Warranty Costs & Payment Terms:**

- Gold Extended Warranty Package base costs are calculated by Peregrine on a “project by project” basis and provided as a separate quote to the Homeowner
- Gold Extended Warranty Package base costs are billed separately and invoiced at the same time as the “Final Payment” of the construction payment terms.
 - Gold Extended Warranty Package base costs are due within 7 days of the invoice
 - If the Gold Extended Warranty Package base costs are not paid in full within 7 days of the invoice the qualification for the Gold Extended Warranty Package may be voided or require a “Warranty Assessment Fee” of \$500.00 payable to Peregrine
 - If a Warranty Assessment Fee is deemed necessary Peregrine will perform a site visit and Warranty Assessment to confirm the landscape is within good standing and qualifies for the Gold Extended Warranty Package
 - Any fixes that are determined necessary for a landscape to be brought up to a level of good standing to qualify for the Gold Extended Warranty Package as deemed by Peregrine are at the sole cost of the Homeowner and must be completed by Peregrine and paid in full
 - Once any required fixes are completed and paid in full the Gold Extended Warranty Package base cost invoice will be re-sent and must be paid within 7 days of the invoice or be subject to another Warranty Assessment Fee, Warranty Assessment, and any fixes and subsequent costs to bring the landscape up to a level of good standing
- All paid Gold Extended Warranty Package base costs are held in a separate “Warranty Reserve Fund” in trust and are utilized by Peregrine for any costs of labour and materials to fix qualifying Warranty Claims over the 5 year term of the Gold Extended Warranty Package
 - Extra costs to the homeowner are only applied in instances as outlined in the additional material costs via the \$250.00 Deductible or Living Item(s) replacement terms
 - Any Warranty Reserve Funds that are not “required” to be utilized for qualifying Warranty Claims before the end date of the 5 year Gold Extended Warranty Package are deemed as “Costs of The Extended Warranty Package Agreement” and all remaining funds revert to the the warranty provider Peregrine after the warranty period expires as a “Resulting Trust”



- **Gold Extended Warranty Package Requirements:**

- To qualify for a Gold Extended Warranty Package a Homeowner must complete the following in regards to their Gold Extended Warranty Package:
 - Approve their Gold Extended Warranty Package before construction begins, and;
 - Have paid their Gold Extended Warranty Package base costs as per the previously outlined base cost payment terms.
 - In addition a Homeowner must also subscribe for and upkeep a qualifying "Maintenance Subscription" performed by Peregrine for the full 5 year term of the Gold Extended Warranty Package
 - Qualifying Peregrine Maintenance Subscriptions are limited to the "Peregrine Legacy Plan"
 - Peregrine Legacy Plan costs and inclusions are quoted on a "project by project" basis and are outlined in the "Maintenance Terms and Conditions" document
 - The Homeowner must approve the Maintenance Plan before construction begins
 - The Homeowner must ensure all Maintenance Plan fees are up to date and billed via an automated recurring invoice through a Credit Card on file
 - If a subscription becomes over 30 days in arrears the Gold Extended Warranty Package can be voided for the remainder of the 5 year term, or be re-instituted from a new date of approval up to the original 5 year term end-date after;
 - A Warranty Assessment is completed via the previously outlined Warranty Assessment Fee, Warranty Assessment, and any fixes and subsequent costs to bring the landscape up to a level of good standing



• **Platinum Extended Warranty Package Inclusions:**

- Peregrine Landscape Construction ("Peregrine") provides a seven (7) year warranty, from the date of completion of a project, on workmanship for all hardscape, decking, structure and artificial turf, irrigation, water features, and landscape lighting installations performed by Peregrine. If at any time within the warranty period work that has been completed by Peregrine becomes defective or fails due to a defect in workmanship, Peregrine shall repair such defect or failure at its own cost (the "Warranty").
- Manufacturer defects are diagnosed and replacement labor is provided at no cost so long as the defect occurs within the Peregrine provided warranty window of 7 years.
 - If the defect occurs outside of the Peregrine provided warranty window of 7 years the Homeowners must pay for the labour.
 - The Homeowner must pay for the material replacement itself if it is outside the manufacturer's warranty even if deemed a manufacturing defect.
 - If the manufacturer's warranty is approved and replacement parts are provided by the manufacturer no parts fees will be at the cost of the Homeowner unless the manufacturer only agrees to a partial replacement cost.
 - In this case the homeowner is responsible for the remaining balance of the parts costs.
 - The manufacturer's warranty will be applied for and carried out by Peregrine at no cost to the Homeowner
- Any additional material costs required for a qualifying warranty claim that are above and beyond the replacement materials provided by a manufacturer's warranty are the responsibility of the Homeowner as per the following:
 - Additional material costs are covered by Peregrine at no cost to the Homeowner up to the total amount held in trust as per the "Warranty Reserve Fund" outlined below in this document
 - Additional material costs above the total amount available in the Warranty Reserve fund are subject to a \$250.00 Deductible at the responsibility of the homeowner
 - e.g. A warranty replacement of 6 lights in year 7 have a material replacement cost of \$1500 and those costs do not qualify for a manufacturer's replacement warranty. In addition, the Warranty Reserve Fund was depleted to \$0.00 in year 4 after an Artificial Turf warranty claim was approved and completed by Peregrine. The cost to replace the 6 lights in year 7 will only cost the Homeowner the \$250.00 Deductible



- **Platinum Extended Warranty Package Inclusions Continued:**

- For replacements of living items (e.g. plants, sod) after the 1 year Standard Warranty Inclusion and 1 time replacement terms within that 1 year period will be replaced by Peregrine. The replacement eligibility and costs are determined as follows:
 - A credit of the original purchase price is put toward the new living item(s) and the homeowner pays the market-rate difference at the time of replacement.
 - The replacement living item(s) then qualify for a new or “reset” warranty period of 1 year.
 - If the replaced living item(s) fail within the 1 year warranty reset period Peregrine will replace the living item(s) so long as the living item(s) reset warranty period is within the end date of the 7 Year Platinum Extended Warranty Package
 - If the replacement living item(s) fail within the 1 year warranty reset period but outside of the 7 Year Platinum Extended Warranty Package end date the replacement of the living item(s) is at the sole cost and responsibility of the Homeowner

- **Platinum Extended Warranty Costs & Payment Terms:**

- Platinum Extended Warranty Package base costs are calculated by Peregrine on a “project by project” basis and provided as a separate quote to the Homeowner
- Platinum Extended Warranty Package base costs are billed separately and invoiced at the same time as the “Final Payment” of the construction payment terms.
 - Platinum Extended Warranty Package base costs are due within 7 days of the invoice
 - If the Platinum Extended Warranty Package base costs are not paid in full within 7 days of the invoice the qualification for the Platinum Extended Warranty Package may be voided or require a “Warranty Assessment Fee” of \$500.00 payable to Peregrine
 - If a Warranty Assessment Fee is deemed necessary Peregrine will perform a site visit and Warranty Assessment to confirm the landscape is within good standing and qualifies for the Platinum Extended Warranty Package



- **Platinum Extended Warranty Package Costs & Payment Terms Continued:**

- Any fixes that are determined necessary for a landscape to be brought up to a level of good standing to qualify for the Platinum Extended Warranty Package as deemed by Peregrine are at the sole cost of the Homeowner and must be completed by Peregrine and paid in full
 - Once any required fixes are completed and paid in full the Platinum Extended Warranty Package base cost invoice will be re-sent and must be paid within 7 days of the invoice or be subject to another Warranty Assessment Fee, Warranty Assessment, and any fixes and subsequent costs to bring the landscape up to a level of good standing
 - All paid Platinum Extended Warranty Package base costs are held in a separate "Warranty Reserve Fund" in trust and are utilized by Peregrine for any costs of labour and materials to fix qualifying Warranty Claims over the 7 year term of the Platinum Extended Warranty Package
- Extra costs to the homeowner are only applied in instances as outlined in the additional material costs via the \$250.00 Deductible or Living Item(s) replacement terms
 - Any Warranty Reserve Funds that are not "required" to be utilized for qualifying Warranty Claims before the end date of the 7 year Platinum Extended Warranty Package are deemed as "Costs of The Extended Warranty Package Agreement" and all remaining funds revert to the the warranty provider Peregrine after the warranty period expires as a "Resulting Trust"

- **Platinum Extended Warranty Package Requirements:**

- To qualify for a Platinum Extended Warranty Package a Homeowner must complete the following in regards to their Platinum Extended Warranty Package:
 - Approve their Platinum Extended Warranty Package before construction begins, and;
 - Have paid their Platinum Extended Warranty Package base costs as per the previously outlined base cost payment terms.
 - In addition a Homeowner must also subscribe for and upkeep a qualifying "Maintenance Subscription" performed by Peregrine for the full 7 year term of the Platinum Extended Warranty Package



- **Platinum Extended Warranty Package Requirements Continued:**

- Qualifying Peregrine Maintenance Subscriptions are limited to the "Peregrine Legacy Plan"
 - Peregrine Legacy Plan costs and inclusions are quoted on a "project by project" basis and are outlined in the "Maintenance Terms and Conditions" document
 - The Homeowner must approve the Maintenance Plan before construction begins
 - The Homeowner must ensure all Maintenance Plan fees are up to date and billed via an automated recurring invoice through a Credit Card on file
- If a subscription becomes over 30 days in arrears the Platinum Extended Warranty Package can be voided for the remainder of the 7 year term, or be re-instituted from a new date of approval up to the original 7 year term end-date after;
 - A Warranty Assessment is completed via the previously outlined Warranty Assessment Fee, Warranty Assessment, and any fixes and subsequent costs to bring the landscape up to a level of good standing

- **Single Feature Extended Warranty Package Inclusions:**

- Peregrine Landscape Construction ("Peregrine") provides a five (5) year warranty, from the date of completion of a project, on workmanship for any approved Single Feature Extended Warranty Package(s) from the following options on installations that are performed by Peregrine: Hardscapes (Retaining Wall, Courtyard Wall, Paving Stones, Stone Stairs, Stone Outdoor Kitchens, Gas Fire Features, Etc.), Water Features, Landscape Lighting, Decking (Wood, Composite, Stone, Etc.), Structures (Pergolas, Pavilions, Arbours, Custom Sheds, Etc.), Artificial Turf & Putting Greens), and Irrigation. If at any time within the warranty period work that has been completed by Peregrine becomes defective or fails due to a defect in workmanship, Peregrine shall repair such defect or failure at its own cost (the "Warranty").



- **Single Feature Extended Warranty Package Inclusions Continued:**

- Manufacturer defects are diagnosed and replacement labor is provided at no cost so long as the defect occurs within the Peregrine provided warranty window of 5 years.
 - If the defect occurs outside of the Peregrine provided warranty window of 5 years the Homeowners must pay for the labour.
 - The Homeowner must pay for the material replacement itself if it is outside the manufacturer's warranty even if deemed a manufacturing defect.
 - If the manufacturer's warranty is approved and replacement parts are provided by the manufacturer no parts fees will be at the cost of the Homeowner unless the manufacturer only agrees to a partial replacement cost.
 - In this case the homeowner is responsible for the remaining balance of the parts costs.
 - The manufacturer's warranty will be applied for and carried out by Peregrine at no cost to the Homeowner
- Any additional material costs required for a qualifying warranty claim that are above and beyond the replacement materials provided by a manufacturer's warranty are the responsibility of the Homeowner as per the following:
 - Additional material costs are covered by Peregrine at no cost to the Homeowner up to the total amount held in trust as per the "Warranty Reserve Fund" outlined below in this document
 - Additional material costs above the total amount available in the Warranty Reserve fund are subject to a \$250.00 Deductible at the responsibility of the homeowner
 - e.g. A warranty replacement of 6 lights in year 5 have a material replacement cost of \$1500 and those costs do not qualify for a manufacturer's replacement warranty. In addition, the Warranty Reserve Fund was depleted to \$0.00 in year 4 after an Artificial Turf warranty claim was approved and completed by Peregrine. The cost to replace the 6 lights in year 5 will only cost the Homeowner the \$250.00 Deductible



- **Single Feature Extended Warranty Package Costs & Payment Terms:**

- Single Feature Extended Warranty Package base costs are calculated by Peregrine on a "project by project" basis and provided as a separate quote to the Homeowner
- Single Feature Extended Warranty Package base costs are billed separately and invoiced at the same time as the "Final Payment" of the construction payment terms.
 - Single Feature Extended Warranty Package base costs are due within 7 days of the invoice
 - If the Single Feature Extended Warranty Package base costs are not paid in full within 7 days of the invoice the qualification for the Platinum Extended Warranty Package may be voided or require a "Warranty Assessment Fee" of \$500.00 payable to Peregrine
 - If a Warranty Assessment Fee is deemed necessary Peregrine will perform a site visit and Warranty Assessment to confirm the landscape is within good standing and qualifies for the Platinum Extended Warranty Package
 - Any fixes that are determined necessary for a landscape to be brought up to a level of good standing to qualify for the Single Feature Extended Warranty Package as deemed by Peregrine are at the sole cost of the Homeowner and must be completed by Peregrine and paid in full
 - Once any required fixes are completed and paid in full the Single Feature Extended Warranty Package base cost invoice will be re-sent and must be paid within 7 days of the invoice or be subject to another Warranty Assessment Fee, Warranty Assessment, and any fixes and subsequent costs to bring the landscape up to a level of good standing
 - All paid Single Feature Extended Warranty Package base costs are held in a separate "Warranty Reserve Fund" in trust and are utilized by Peregrine for any costs of labour and materials to fix qualifying Warranty Claims over the 5 year term of the Single Feature Extended Warranty Package



- **Single Feature Extended Warranty Package Costs & Payment Terms Continued:**
 - Extra costs to the homeowner are only applied in instances as outlined in the additional material costs via the \$250.00 Deductible terms
 - Any Warranty Reserve Funds that are not “required” to be utilized for qualifying Warranty Claims before the end date of the 5 year Single Feature Extended Warranty Package are deemed as “Costs of The Extended Warranty Package Agreement” and all remaining funds revert to the the warranty provider Peregrine after the warranty period expires as a “Resulting Trust”
- **Single Feature Extended Warranty Package Requirements:**
 - To qualify for a Single Feature Extended Warranty Package(s) a Homeowner must complete the following in regards to their Platinum Extended Warranty Package:
 - Approve their Single Feature Extended Warranty Package(s) before construction begins, and;
 - Have paid their Single Feature Extended Warranty Package(s) base costs as per the previously outlined base cost payment terms.
 - In addition a Homeowner must also subscribe for and upkeep a qualifying “Maintenance Subscription” performed by Peregrine for the full 5 year term of the Single Feature Extended Warranty Package(s)
 - Qualifying Peregrine Maintenance Subscriptions are limited to the Single Feature Legacy Plans: “Hardscape Care Platinum - Semi-Annual”, “Managed Water Platinum - Bi-Weekly”, “Landscape Lighting Care Platinum - Semi-Annual”, “Deck Care Platinum - Semi-Annual”, “Structure Care Platinum - Semi-Annual”, “Artificial Turf Care Platinum - Semi-Annual”, or “Irrigation Care Platinum - Semi-Annual”
 - Single Feature Legacy Plan costs and inclusions are quoted on a “project by project” basis and are outlined in the “Maintenance Terms and Conditions” document
 - The Homeowner must approve the Maintenance Plan(s) before construction begins
 - The Homeowner must ensure all Maintenance Plan fees are up to date and billed via an automated recurring invoice through a Credit Card on file



- **Single Feature Extended Warranty Package Requirements Continued:**

- If a subscription becomes over 30 days in arrears the Platinum Extended Warranty Package can be voided for the remainder of the 5 year term, or be re-instituted from a new date of approval up to the original 5 year term end-date after;
 - A Warranty Assessment is completed via the previously outlined Warranty Assessment Fee, Warranty Assessment, and any fixes and subsequent costs to bring the landscape up to a level of good standing

- **Standard Warranty Exclusions:**

- All Extended Warranties are subject to the same warranty exclusions as outlined in the Standard Warranty Terms and Conditions and any additional warranty exclusions outlined in the approved extended warranty package(s). Any Warranty specifically does not cover defects or failures that are caused by any of the following events:



inadequate maintenance procedures undergone by the homeowner(s) upon the completion of the project;



acts of God (flooding, high wind, hail, power surges, etc.), pet damage, vandalism, or any damage beyond the control of Peregrine;



sub-grade settling, ground movement and/or construction compaction;



improper loading or use of any Peregrine installed structure (ex. hardscapes, artificial turf, etc.); and



de-icing salts, cleaning products or any other potentially harmful products being applied to stone, concrete, artificial turf, plants, sod, water features, ground covers, steel, composite, metal, or wooden structures.



- **Standard Warranty Exclusions Continued:**

- The Warranty of specific items outlined below are void in any of the following circumstances:



Irrigation system; the irrigation system(s) is not winterized by Peregrine in the fall no later than the end of October



Water features; the water feature(s) is not winterized by Peregrine in the fall no later than the end of October;



Plants and sod; plant and sod installations are not accompanied by a Peregrine installed irrigation system and/or the irrigation system was not used in a manner that provided an adequate amount of water per week



An alteration or modification has been made to the hardscapes, artificial turf, lighting system, irrigation system, water feature or pergola following the completion of the project by any person other than Peregrine; and



the owner(s) have failed to pay any and all amounts outstanding that are owing to Peregrine.

- Peregrine is not responsible for any natural changes to materials such as staining, discolouring, efflorescence, cracking, chipping or changes in shape that may occur on stone, concrete pavers, brick, turf, water feature, steel, wood, composite, metal, or other structures after installation.
- Peregrine is not responsible for any voids or settling of construction as a result of improperly compacted fill soil or compacted sub-grade by home-builders or other trades on new or existing homes that occurs below the depth of excavation by Peregrine in any given work area

- **Extended Warranty Exclusions:**

- No further Warranty Exclusions apply to the Extended Warranty Packages other than those listed in Standard Warranty Exclusions so long as the Extended Warranty Package Requirements are maintained, so long as any Warranties fall within the Extended Warranty Package Term, and so long as the Extended Warranty Package Inclusions are followed, and so long as the proper Warranty Claim procedure is followed