



- 1.** The warranty, if any, on the materials used in a project is provided by the supplier/manufacturer of the materials and is subject to their standard terms and conditions.
- 2.** Peregrine Landscape Construction ("Peregrine") provides a two (2) year warranty, from the date of completion of a project, on workmanship for all hardscape, decking, structure and artificial turf 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").
- 3.** Peregrine provides a one (1) year warranty, from the date of completion of a project, on workmanship for all irrigation, water feature, plants, sod 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"). Any warranty replacements for plants, sod, lighting, or water features are limited to a 1 time replacement. If a replaced item fails and is subsequently replaced, the replacement is not valid for or subject to a renewed 1 year warranty window.
- 4.** The 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.

5. 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.

6. 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.

7. 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



- 8.** Manufacturer defects are diagnosed and replacement labor are provided at no cost so long as the defect occurs within the Peregrine provided warranty window as outlined in warranty points 1 or 2.
- If the defect occurs outside of the Peregrine provided warranty window as outlined in points 1 or point 2 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
- 9.** 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 up to \$250.00 are covered by Peregrine at no cost to the Homeowner
 - Additional material costs above \$250.00 are the responsibility of the homeowner for the amounts that exceed \$250.00
 - e.g. A warranty replacement that has additional material costs of \$500.00 are paid for with a split of \$250.00 paid by Peregrine and \$250.00 paid by the Homeowner
- 10.** All Warranty claims must be submitted in writing/email to Peregrine prior to the end of the applicable Warranty period.
- 11.** The Warranty is not transferrable by the customer without prior notification and approval by Peregrine.