

# Plant Replacement Policy

To ensure our projects contain the highest caliber of components, we back our plant selection with this replacement policy. Should a plant expire within forty-five (45) days from date of installation, TBI Unlimited, LLC will replace the material with the following conditions:

- 1) The customer must present proof of purchase by either a signed contract or a sales invoice.
- 2) All care procedures were followed as described by the installation crew or by any literature provided.
- 3) All over-due balances have been paid in full without the use of a collection agency.
- 4) Replacement shall be made depending upon the growing season. TBI Unlimited, LLC reserves the right to determine the best time to replace the plant material.
- 5) All and all labor costs involved with the replacement (i.e. planting) shall be paid by the customer upon replacement.

## *Limitations:*

- This will be a one (1) time replacement.
- Due to plant availability, substitutions may be made.
- Plant material damaged or destroyed by abnormal weather conditions such as floods, excessive wind damage, drought, severe freezing or abnormal rain will not be replaced under this or any other policy.
- Plant material damaged or destroyed by vandalism, animals, fire, removal or relocation will not be replaced under this or any other policy.
- Annuals, herbs, ground-covers, bulbs, and lawns are not part of this policy.

## *Guidelines*

- Plant material that is fifty percent (50%) dead or more shall be considered dead and will be replaced meeting the above mentioned conditions and limitations.
- Plant material that was installed by our employees during dormancy will be replaced should bud-break not occur the next growing season.

This policy supersedes any verbal or written policy and is effective as of January 1, 2004.