

# Quality Irrigation Warranty

P.O. Box 109 • Manalapan, NJ 07726

Tel: 732 446-1166 • 732 679-0771

## IRRIGATION SYSTEM INSTALLATION

### *WARRANTS, TERMS & CONDITIONS*

**1. TERMS OF INSTALLATION AGREEMENT** Quality Irrigation, LLC will furnish all materials identified in the proposal, and Quality Irrigation, LLC will furnish all labor necessary for the complete installation of underground irrigation system pursuant to the terms set forth below. Customer will pay for said underground irrigation system in the manner set forth below.

**2. PERFORMANCE** Unless otherwise agreed to by the customer, Quality Irrigation, LLC will commence work on the installation of the underground irrigation system at the address set forth on the proposal no later than \_\_\_\_\_ days after the acceptance of this Agreement, and shall complete said installation work no later than \_\_\_\_\_ weeks thereafter. The dates shall be extended by reason of any delays caused by customer, the plumbing company used for this job, or any other reason not within the control of Quality Irrigation, LLC. The extent of Quality Irrigation, LLC's work shall include the acquisition and installation of only those materials certified on the proposal, and any and all work necessary to insure a properly functioning underground irrigation system.

**3. CUSTOMER'S RESPONSIBILITY** Customer shall be responsible for locating all underground utilities, obstructions, and property lines. Also customer shall mark all drain lines, gas grill lines, invisible dog fences, ornamental lighting lines, and other underground obstructions. Quality Irrigation, LLC SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OCCURRING BY REASON OF CUSTOMERS FAILURE TO LOCATE AND MARK ALL UNDERGROUND OBSTRUCTIONS OR BY REASON OF THE INSTALLATION OF THE UNDERGROUND IRRIGATION SYSTEM ENCROACHING UPON PROPERTY LINES. ANY REPAIRS UNDERTAKEN BY Quality Irrigation, LLC AS A RESULT OF THE CUSTOMER FAILING TO ACCURATELY MARK OBSTRUCTIONS, SHALL BE BILLED AT Quality Irrigation, LLC'S CUSTOMARY RATES.

**4. CONDITION OF LOT** Customer understands and agrees that the installation of an irrigation system requires minor excavation (12" or less). Quality Irrigation, LLC will undertake any reasonable efforts to restore customer's lot to the most plausible original condition after completion of said installation. However, customer acknowledges that said restoration shall not be to the original condition of the lot. Further, any unusual damage done to customer's lot during Quality Irrigation, LLC's excavation, by reason of large subsurface rocks or other subsurface condition

unforeseen by the parties hereto shall not be the responsibility of Quality Irrigation, LLC. Customer agrees to incur the cost of any extraordinary restoration work required hereby. Customer also understands and agrees that said installation may require Quality Irrigation, LLC to bore under existing sidewalks and driveways. Quality Irrigation, LLC will undertake all reasonable efforts to minimize such damage caused thereby and to repair any such damage. However, Quality Irrigation, LLC shall not be responsible for such damage other than that created by negligence of its employees.

**5. PAYMENT TERMS** Customer shall deposit with Quality Irrigation, LLC in amount equal to 50% of the total installation contact price hereunder upon customer's execution of this Agreement. Customer shall pay the balance of the contract price upon completion. All payments shall be made to Quality Irrigation, LLC's representative or at Quality Irrigation, LLC's place of business as identified on the proposal. FAILURE TO PAY THE BALANCE OF THE INSTALLATION CONTRACT PRICE WITHIN FIVE (5) BUSINESS DAYS AFTER SAME BECOMES DUE SHALL VOID WARRANTY DESCRIBED BELOW.

**6. GUARANTEE AND LIMITED WARRANTY** Quality Irrigation, LLC guarantees the installation of a satisfactory and properly operating underground irrigation system. Further, Quality Irrigation, LLC warrants the installation, workmanship, design and materials employed in connection with the underground irrigation system. THIS GUARANTEE AND LIMITED WARRANTY SHALL BE EFFECTIVE FOR A PERIOD OF ONE (1) YEAR ONLY FOLLOWING THE COMPLETION OF INSTALLATION HEREUNDER. During the period of this guarantee and limited warranty, Quality Irrigation, LLC will repair or replace any defects in the underground irrigation system without charge to the customer and shall close down and winterize the system at year end provided that this guarantee and limited warranty shall not cover, and Quality Irrigation, LLC shall not be responsible for, any defects in the workmanship or devices of others upon which the system functions, nor for any damages resulting from the negligence of the customer from vandalism, from excavations, or any acts of God. Further, this guarantee and limited warranty does not apply to any defects or insufficiencies resulting from decrease in water main static pressure, changes to landscaping, changes to plant growth, increases and decreases in the size of the customers lot. For maximum efficiency, the irrigation system should be operating during nonpeak hours, when domestic water usage is at a minimum. During the guarantee and limited warranty, customer shall be solely responsible for all adjustments to sprinkler heads and the controller.

The guarantee and limited warranty hereunder is in addition to all manufacture's warranties. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE WARRANTY MADE BY Quality Irrigation, LLC AND NO OTHER WARRANTIES SHALL APPLY, WHETHER EXPRESSED OR IMPLIED. Quality Irrigation, LLC EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY