

CONTRACT & LIMITED GUARANTEE

1. TERMS

Customer hereby agrees to pay to Johnson's Nursery, Inc. a 25% minimum down payment at the time of order and agrees to pay the entire balance due according to the terms agreed upon with salesperson. Customer further agrees that any unpaid balance remaining due after the expiration of the terms agreement is subject to a service charge of 1.5% per month or the maximum allowable by law.

Customer hereby acknowledges that Johnson's Nursery, Inc. will only accept plant returns according to the following retail plant return policy:

Purchased containerized plants may be returned for a full refund within eight (8) days if they meet the following criteria:

- Plants(s) are returned in their original condition, determined by a member of the Johnson's Nursery sales staff, and are undamaged due to drought stress, over-watering, mechanical damage, or any other means.
- Returns must be accompanied by both the original itemized receipt and any original tags attached to the plant(s).
- Plant(s) must not have been removed from their original container.
- **BALLED AND BURLAPPED PLANTS ARE NOT RETURNABLE.**
- In the event a return is authorized, the refund will be given based on the original method of payment. Please allow four (4) business days to process checks and one (1) business day for cash refunds over \$50.00.

2. LIMITED GUARANTEE

A. PLANT MATERIAL

Any tree, shrub, evergreen or woody vine (as denoted on the plant tag or container) purchased from Johnson's Nursery, Inc. will be replaced once, without charge, if it dies within twelve (12) months of the date of purchase. **Plants purchased during special events and promotions are not covered by this warranty. Perennial or annual flowers, bulbs, Rhododendron, Japanese Maples, roses, holly, and plants planted in above-ground containers, or customer's plants that are transplanted are not covered by this warranty.**

B. LAWNS

Reseeding of bare areas larger than two (2) square feet will be done one time on seeded lawn construction.

C. EXCEPTIONS

- **Limited Guarantee is null and void if the balance due on the invoice printed on the reverse side is not paid in full on or before its due date as described in "TERMS" above.**
- **Limited Guarantee is null and void if lawn or plants are injured or killed by insects, rodents, mechanical damage, chemicals, vandalism, neglect, natural disaster or cold damage.**
- **Johnson's Nursery, Inc. assumes no responsibility for damage caused either by settling or by washouts resulting from erosion and/or downspouts.**
- **All plant material installed by Johnson's Nursery, Inc. staff will be covered by the twelve (12) month replacement guarantee.**

D. CLAIMS

All claims must be made within twelve (12) months of planting date and must be accompanied by a copy of the invoice.

3. NO LIABILITY FOR DAMAGE TO UNDERGROUND STRUCTURES OR TO ASPHALT AND/OR CONCRETE

Customer holds Johnson's Nursery, Inc., its agents, and employees harmless from any damage caused to any type of in-ground or underground structure, including, but not limited to, television and/or telephone cabling, underground storage tanks, sprinkler systems, gas and/or electric lines, and drain tiles. Customer further holds Johnson's Nursery, Inc. harmless from any damage caused to any asphalt or concrete sidewalks and/or driveways.

4. RIGHT TO REFUSAL

Customer understands that Johnson's Nursery, Inc., at its sole discretion, reserves the right to refuse service and/or sales to anyone.

5. REPRESENTATIONS

Customer agrees that this document represents the entire agreement of the parties and acknowledges that Johnson's Nursery, Inc., its agents, or employees have made any representations other than those contained in this agreement.

NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.