PARTRIDGE
FINE LANDSCAPES

LIMITED WARRANTY TERMS AND CONDITIONS

Effective Date: August 1, 2026

These Limited Warranty Terms and Conditions ("Warranty") apply to work performed by Partridge Fine Landscapes Ltd. ("Partridge") for the owner identified in the applicable contract ("Client"). This Warranty forms part of the contract between Partridge and the Client and shall be read together with that contract, all approved change orders, drawings, specifications, proposals, and written project documentation collectively referred to as the "Agreement."

Nothing in this Warranty excludes, restricts, or modifies any right or remedy that cannot lawfully be excluded, restricted, or modified under applicable law.

1. COMMENCEMENT AND GENERAL CONDITIONS

The applicable warranty period begins on the date of Substantial Completion of the relevant Work. "Substantial Completion" means the date on which the Work, or a separately usable portion of the Work, is sufficiently complete for its intended use, notwithstanding minor deficiencies, seasonal work, warranty items, administrative closeout items, or work delayed for reasons outside Partridge's reasonable control.

Warranty coverage is available only to the original Client and is not transferable to any subsequent owner, purchaser, tenant, occupant, or other person unless Partridge expressly agrees otherwise in writing.

As a condition precedent to Partridge's voluntary warranty obligations, the Client must have paid all invoices, approved change orders, interest, taxes, and other amounts owing under the Agreement in full. Partridge may suspend the assessment or performance of warranty work while any amount remains unpaid. To the fullest extent permitted by law, an account remaining unpaid for more than sixty (60) days after its due date shall permanently terminate all voluntary or extended warranty coverage provided by Partridge. This provision does not eliminate any non-waivable statutory rights.

Warranty coverage is conditional upon the Client complying with the Agreement, following all care and maintenance requirements, protecting the Work from damage, promptly reporting suspected defects, and providing Partridge with reasonable access to inspect and perform warranty work.

2. WARRANTY CLAIM PROCEDURE

All warranty claims must be submitted through Partridge's designated warranty claim form or otherwise delivered to Partridge in writing within fourteen (14) days after the Client first discovers, or reasonably ought to have discovered, the alleged defect. The notice must identify the project, describe the alleged defect, state when it was first observed, and include reasonably available photographs, videos, maintenance records, irrigation records, invoices, or other supporting information.

The Client must take reasonable steps to prevent further damage. Failure to provide timely notice or mitigate additional damage may reduce or eliminate coverage to the extent the delay or failure prejudices Partridge or increases the cost or extent of repair.

The Client shall provide Partridge and its representatives with reasonable access to inspect, test, photograph, investigate, and, where applicable, repair the Work. No condition shall be deemed warrantable until Partridge has been given a reasonable opportunity to inspect it.

Except in a genuine emergency requiring immediate action to protect persons or property, the Client shall not permit another contractor or person to investigate, excavate, remove, alter, repair, replace, or interfere with the allegedly defective Work without Partridge's prior written authorization. Partridge shall not be responsible for unauthorized third-party costs, and unauthorized work may void coverage for the affected portion of the Work.

Whether a condition constitutes a warrantable defect shall be determined by Partridge acting reasonably, with regard to the Agreement, applicable manufacturer requirements, customary construction tolerances, accepted industry practices, site conditions, maintenance history, and the nature and intended use of the material or installation.

3. EXCLUSIVE WARRANTY REMEDY

For a claim accepted as valid, the Client's sole remedy under this voluntary Warranty shall be, at Partridge's option:

1. repairing or correcting the affected Work;
2. replacing the affected material with the same or a reasonably comparable material;
3. arranging for a manufacturer or applicable subcontractor to address the claim; or
4. providing a reasonable credit not exceeding Partridge's original invoiced amount for the defective portion of the Work.

Partridge may select the method, timing, sequencing, materials, personnel, and scope of warranty work. Exact matches of colour, texture, size, finish, weathering, plant variety, or appearance are not guaranteed because of product changes, availability, manufacturing variations, natural weathering, and seasonal conditions.

Warranty repair or replacement does not extend, renew, restart, or create a new warranty period. All repaired or replaced Work remains covered only for the unexpired portion of the original applicable warranty period.

Unless expressly stated otherwise, this Warranty does not include reimbursement, refunds, loss of use, temporary accommodation, landscaping restoration outside the affected area, removal or replacement of unaffected improvements, or costs incurred by others.

4. GENERAL EXCLUSIONS

This Warranty does not cover failure, deterioration, damage, movement, staining, death, loss, or other conditions caused or contributed to by:

- ordinary wear and tear, normal aging, weathering, fading, shrinkage, expansion, contraction, checking, minor movement, or normal maintenance requirements;
- failure to inspect, clean, maintain, irrigate, drain, seal, winterize, operate, or protect the Work properly;
- misuse, abuse, overloading, impact, accidents, vandalism, pets, wildlife, insects, rodents, disease, invasive species, or plant competition;
- alteration, repair, excavation, pressure washing, sealing, chemical cleaning, de-icing products, herbicides, fertilizers, construction, utility work, or other interference by the Client or any third party;
- work, materials, designs, specifications, base preparation, drainage, grading, waterproofing, structures, utilities, irrigation, plumbing, electrical systems, or other components supplied, selected, designed, installed, or controlled by others;
- latent or concealed conditions, unsuitable native soils, organic material, contaminated soil, undocumented fill, prior excavation, buried debris, abandoned structures, utility trenches, groundwater, hydrostatic pressure, erosion, slope movement, or other subsurface conditions not reasonably discoverable before construction;
- foundation movement, building settlement, sewer backups, plumbing leaks, waterproofing failure, sump-pump failure, overflowing eavestroughs, blocked drains, municipal infrastructure, neighbouring properties, or changes in surrounding grades or drainage;
- drought, flooding, excessive or prolonged rainfall, freeze-thaw cycles beyond ordinary design conditions, severe winter conditions, frost heave, ice storms, hail, windstorms, lightning, fire, wildfire, smoke, or other events beyond Partridge’s reasonable control;
- salts, urea, calcium chloride, chemical de-icers, harsh cleaners, abrasive cleaning methods, fertilizer staining, rusting metal, leaf tannins, pool chemicals, or contaminated runoff;
- the Client’s failure to follow written or verbal care instructions, manufacturer requirements, applicable codes, permit conditions, or accepted maintenance practices; or
- any event or condition outside Partridge’s reasonable control.

The existence of damage within a warranty period does not, by itself, establish that the damage resulted from defective workmanship.

5. PLANT MATERIAL

Trees and Shrubs

Trees and shrubs supplied and installed by Partridge include a one (1) year, one-time replacement warranty, commencing on Substantial Completion of the planting Work.

Coverage is limited to one replacement of the original plant material. Unless expressly stated otherwise in the Agreement, the warranty covers replacement plant material only. Removal, delivery, equipment, soil amendment, access preparation, and installation labour shall be charged at Partridge's then-current rates.

Replacement plants will be supplied at approximately the original installed size, subject to seasonal availability. A comparable species or cultivar may be substituted where the original is unavailable. Larger replacements may be requested at additional cost. Replacement of large-caliper trees may not be possible where site access is restricted.

Excluded Plant Material

No warranty is provided for:

- perennials, ornamental grasses, annuals, bulbs, groundcovers, sod, seed, aquatic plants, seasonal displays, or transplanted plant material;
- cedar trees, boxwood shrubs, rhododendrons, or azaleas, unless expressly included in writing;
- plants installed without a functioning automatic irrigation system covering the applicable planting area; or
- plants supplied by the Client or another person.

Plant Warranty Conditions and Exclusions

Plant coverage is void where plant material has been affected by under-watering, overwatering, irrigation failure, improper irrigation settings, poor drainage, standing water, winter desiccation, improper fertilization, chemical exposure, herbicide drift, salt spray, transplant shock, pruning damage, mechanical damage, animal damage, insects, fungal or bacterial disease, invasive species, severe weather, or inadequate cultivation and maintenance.

The Client is responsible for monitoring soil moisture and plant health. The presence of an irrigation system does not relieve the Client of this responsibility.

Bulk soil and planting media may contain dormant weed seeds or receive airborne seeds after installation. Weed growth is not a defect and is not covered. Changes requested because of plant appearance, growth habit, colour, size, or personal preference are not warranty claims.

6. HARDSCAPE, MASONRY AND CONCRETE

Hardscape installations performed by Partridge include a three (3) year limited workmanship warranty.

Subject to the exclusions in this Warranty, coverage may include abnormal settlement, displacement, or failure directly caused by defective installation. Normal and minor settlement, localized movement that does not materially impair intended use, minor joint variation, polymeric sand loss, efflorescence, surface wear, staining, fading, and hairline cracking are not warrantable defects.

Natural stone, boulders, aggregates, clay products, porcelain, concrete products, precast products, poured concrete, mortar, and similar materials inherently vary in colour, tone, grain, texture, porosity, veining, thickness, dimensions, surface contour, mineral content, and weathering. Natural fissures, oxidation, rust-coloured mineral deposits, efflorescence, chipping, flaking, and variations between samples and installed materials are natural characteristics and are not defects.

Hairline and shrinkage cracking in concrete and mortar are common and are not covered unless the cracking materially impairs structural function and is directly caused by defective workmanship. Partridge does not warrant that concrete, mortar, natural stone, or masonry will remain completely free of cracks.

Use of salt, urea, calcium chloride, or chemical de-icing products on or adjacent to concrete, mortar, natural stone, or precast products voids coverage for resulting damage. Plain sand, plastic shovels, and non-metallic snow-removal tools are recommended.

Where Partridge installs finishes over foundations, bases, structures, or preparation completed by others, Partridge's warranty is limited to its own workmanship and excludes failure caused by the underlying work.

7. WOODWORK AND COMPOSITE MATERIALS

Woodwork installations performed by Partridge include a three (3) year limited workmanship warranty.

Natural wood may shrink, expand, twist, cup, warp, split, check, crack, weather, fade, develop raised grain, release sap, and display knots or colour variation. These are natural characteristics and are not defects unless they materially impair the intended structural function of the installation and are directly attributable to defective workmanship.

Staining caused by leaves, organic debris, metal furniture, fasteners, rust, barbecue grease, fertilizers, chemicals, or inadequate cleaning is excluded. Composite and manufactured products remain subject to their manufacturers' warranties and published tolerances.

8. WATER FEATURES, IRRIGATION, LIGHTING AND SYSTEMS

Water-feature installations performed by Partridge include a three (3) year limited workmanship warranty. Coverage is conditional upon proper operation, maintenance, water treatment, seasonal shutdown, and winterization.

Failure to winterize a water feature, irrigation system, plumbing line, exterior fixture, or related component properly voids coverage for resulting damage. Pumps, filters, fixtures, controls, transformers, lighting, automation equipment, and other manufactured components are governed by their respective manufacturers' warranties.

Coverage excludes hard-water deposits, water-quality issues, algae, chemical imbalance, abrasive or chemical-cleaner damage, rodents, insects, replacement bulbs, fuses, power failures, power surges, loss of programming, user reconfiguration, Wi-Fi or third-party network issues, and damage caused by municipal or utility services.

9. DRAINAGE AND GRADING

Unless the Agreement expressly identifies a particular performance standard as a guaranteed result, Partridge does not warrant that grading, drainage, or landscape work will eliminate all standing water, ponding, groundwater, hydrostatic pressure, seepage, flooding, icing, or drainage concerns under every weather or site condition.

Temporary ponding during or following heavy rainfall, snowmelt, frozen ground, saturated soil, or exceptional weather is not necessarily a defect.

Coverage excludes drainage conditions caused or affected by neighbouring properties, municipal systems, blocked or disconnected drains, eavestroughs, downspouts, foundation waterproofing, sump pumps, underground utilities, changes made after completion, soil settlement, groundwater, or conditions beyond the area or scope of Partridge's Work.

Where eavestroughs are connected to underground drainage, the Client is responsible for seasonal operation and disconnection where recommended. Partridge is not responsible for damage caused by failure to follow these requirements.

10. SPECIALTY PRODUCTS, SUBCONTRACTORS AND MANUFACTURERS

Appliances, pumps, fixtures, furniture, fireplaces, barbecues, prefabricated products, automation equipment, pool equipment, and other manufactured or specialty products are covered solely by the applicable manufacturer's warranty unless Partridge expressly provides separate written coverage.

Work performed by an identified trade contractor, professional, supplier, or specialty subcontractor may be subject to that party's warranty. Partridge will provide reasonable administrative assistance with a valid claim but shall not be financially responsible for obligations that belong to the manufacturer, supplier, or subcontractor. Additional

investigation, removal, access, shipping, disposal, or reinstallation costs not covered by the applicable third-party warranty shall be the Client's responsibility.

No warranty is provided for work installed, supplied, modified, or contracted directly by the Client or the Client's contractors.

11. SWIMMING POOLS AND SPAS

Swimming-pool and spa warranties are subject to proper operation, chemistry, maintenance, winterization, and manufacturer requirements.

- **27 mil vinyl liners:** Coverage is limited to qualifying manufacturer defects and original installation defects. The liner is warranted to fit properly and to be free from installation-related wrinkles or punctures during the first pool season. Welded seams are subject to the manufacturer's prorated warranty.
- **Latham steel walls and braces:** Subject to the manufacturer's limited lifetime warranty for the original purchaser. Corrosion is excluded.
- **Pool structure:** Limited lifetime coverage for the original purchaser against loss of the structure's ability to function as a pool. Corrosion, soil movement, groundwater, frost, external loading, or panel movement caused by conditions outside Partridge's control are excluded.
- **Underground plumbing:** Twenty (20) years for pools and five (5) years for spas, provided the system is winterized by Partridge or the original pool installer. Damage caused by improper operation, third parties, settlement, freezing, groundwater, or unauthorized modification is excluded.
- **Pool and spa equipment:** Subject exclusively to the applicable manufacturer's warranty, including any three-year Hayward warranty where applicable.

Manufacturer terms, exclusions, registration requirements, prorating, and claim procedures govern where they differ from this summary.

12. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Partridge's total liability arising from a valid warranty claim shall not exceed the amount paid to Partridge for the specific portion of the Work giving rise to the claim.

Partridge shall not be liable under this voluntary Warranty for indirect, incidental, special, consequential, exemplary, or punitive damages, including loss of use, loss of enjoyment, inconvenience, loss of income, loss of business, diminution in property value, financing costs, temporary accommodation, or damage to work or property supplied or installed by others, except where such liability cannot lawfully be excluded.

13. GENERAL PROVISIONS

This Warranty constitutes the complete voluntary warranty provided by Partridge. No salesperson, employee, subcontractor, consultant, or representative may enlarge, amend, or waive its terms unless the change is contained in a written document signed by an authorized officer of Partridge.

The version of this Warranty in effect on the date the Agreement is signed shall apply to that project. Website revisions shall apply prospectively and shall not materially alter the warranty applicable to an existing Agreement unless agreed to in writing or required by law.

Failure by Partridge to enforce any provision on one occasion shall not constitute a continuing waiver. If any provision is found invalid or unenforceable, it shall be modified to the minimum extent necessary or severed, and the remaining provisions shall continue in effect.

This Warranty and any dispute arising from it shall be governed by the laws of Ontario and the federal laws of Canada applicable therein. Any court proceeding shall be brought in the judicial region in Ontario in which Partridge's principal place of business is located, subject to any mandatory consumer-protection requirement.

In any proceeding, legal fees and costs may be recovered only to the extent agreed by the parties after the dispute arises or awarded by a court or other tribunal of competent jurisdiction.