

**PHOENIX DACTYLIFERA / WHOLESALE
LIMITED WARRANTY**

GROUNDWORK'S warranties the **Phoenix Dactylifera** listed on invoice # **#INVOICE#** sold to **#CUSTOMER#** for a period of up to two (2) years or until such time as any new roots are visually evident at the base of the palm(s), **whichever comes first**. This warranty shall become void and of no cause or effect upon the day that a visual inspection reveals that re-rooting has begun. **GROUNDWORK'S will provide one (1) replacement Phoenix Dactylifera for each one purchased**, during the aforesaid limited warranty period. Only palms that are determined to be dead, and that show **no signs of re-rooting** will qualify for warranty consideration. **This warranty covers the palms only**. All delivery, equipment, labor or other charges are the responsibility of the customer. **Palm(s) provided as replacements carry no warranties what so ever. The limited warranty tracking number assigned to this sale is # #INVOICE#**. Please keep this number when inquiring about this limited warranty.

Terms and Exceptions

Groundworks will not provide replacement palms in situations where the original palm was damaged or died as the result of an act of vandalism. Groundworks will not provide replacement palms in situations where the original palm was damaged or died as the result of negligence or abuse on the part of the installer. Groundworks will not provide replacement palms in situations where the original palm was exposed, on site, to winds in excess of 75 miles per hour. **Groundworks will not replace palms that are not installed in clean white sand.** With these exceptions, even if it was hit by a truck or struck by lightning, if the palm does not begin re-rooting during the warranty period, and you have installed it in clean sand as required below, we will provide you with a replacement in accordance with the terms of this limited warranty.

ABSOLUTE REQUIREMENT OF THIS LIMITED WARRANTY

In order to qualify for replacement consideration under the terms of this limited warranty, the palm(s) must be **INSTALLED IN CLEAN WHITE SAND DOWN TO A DEPTH OF FOUR FEET** on a well-drained location. Groundwork's must be given written notice that a palm covered under the terms of this limited warranty is dead. Replacement palms will be authorized **only after** an inspection of the dead palm is performed by Groundwork's at the job site on which it was **originally installed** and subsequently died.

I have read and agree to all of the terms, exceptions and conditions of the above stated limited warranty of my Phoenix Dactylifera Palm(s):

ACCEPTANCE SIGNATURE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

GROUNDWORKS OF PALM BEACH COUNTY, INC.