

Hente Gardens, LLC.  
2307 East Highway 47  
Winfield Mo. 63389

## Warranty

1. PAYMENT; Unless otherwise agreed to in writing, thirty (30) percent of the contract price is due upon the signing of this agreement, with the balance of the price due and payable, in full, upon receipt of a statement for same- All accounts not paid thirty (30) days from presentation of the final billing shall accrue interest on the unpaid balance at the following rates:

I/We, hereinafter referred to as "Customer", do hereby accept the following estimate, and contract and agree with Hente Gardens, LLC., as follows:

1 1/2% per month for the first \$500.00  
.8333% per month on the next \$1,000.00  
.666% per month on any sum over \$1,500.00

All charges which have been overdue for a period of 90 days will be referred to an attorney for collection, and in the event this happens, customer agrees to pay all costs of collection, including a reasonable attorney's fee.

2. OTHER REMEDIES: In the event customer does not pay the balance due under this contract, in the manner set forth in paragraph 1, in addition to all other legal rights and remedies, customer hereby specifically grants to Hente Gardens, LLC., an easement to come upon customer's property and remove any nursery stock planted or materials furnished for the completion of the contract. Further, in the event of non-payment, Hente Gardens, LLC.'s warranty shall be limited as set forth hereafter.

3. WARRANTY; Hente Gardens, LLC. does hereby warrants the viability of any evergreen, shade tree or flowering shrub, planted by Hente Gardens, Inc., for 365 days from the date of first planting for 100% of the original cost, which shall include materials and labor by Hente Gardens, Inc. This warranty does not extend to Acts of God or vandalism, or to plants which have not received proper care by the customer, such as, but not limited to, conditions such as over watering, failure to water properly, addition by the customer or others of improper soil additives or organic matter, contacts from herbicides or pesticides which shall damage the plant material, or any other act or occurrence not caused by Hente Gardens. If any plant or shrub covered by this warranty has been replaced by one time by Hente Gardens, the warranty as it relates to the original plant and the replacement plant shall be deemed satisfied and Hente Gardens shall have no further liability for replacement of that plant. This warranty is the only warranty, either expressed, implied or statutory, upon which any plants hereunder are sold. This warranty and the liability of Hente Gardens, LLC. is expressly conditioned upon purchaser's payment in full. as and when due, of all bills submitted by seller, and in the event customer defaults in payment of any amounts due under this contract, then such warranty shall be immediately void, null, and of no further force or effect.

Flowers, roses, vines, bulbs, sod or any other seed, such as grass seed, etc., carry no warranty and transplanting purchaser's existing plants carries no warranty.

4. MECHANIC'S LIENS: Hente Gardens, LLC. hereby notifies customer that under Section 429.560 R.S.Mo., any person who furnishes and plants trees, shrubs, bushes or other plants, or who does any type of landscape planting may have a lien on the trees, shrubs, bushes or other plants so planted, and upon the land on which they are situated.

5- NOTICE: Customer hereby agrees to notify Hente Gardens, LLC. as soon as is practicable when failure of any plant covered by the express warranties of this contract is first observed. Unless agreed to in writing by Hente Gardens, LLC. under a separate Landscape Maintenance Contract, customer expressly acknowledges that it is customer's responsibility to water, fertilize, prune, maintain and keep any plant covered under the warranties free of pestilent and disease.

6. ADDITIONAL TERMS: \_\_\_  
CUSTOMERS:

HENTE GARDENS, LLC.  
By: \_\_\_\_\_

7. EXCEPTIONS BEYOND CONTRACTOR'S CONTROL This order is accepted by Hente Gardens, LLC., subject to crop conditions and Hente Gardens, Inc., shall not be liable for non-performance due to labor shortages, weather conditions affecting stock, tosses in storage, delays in transportation, or other acts over which Hente Gardens, LLC. has no control.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, and customers hereby acknowledge receipt of a fully executed counterpart of this agreement.