



## LONE STAR FAUX SCAPES – LIMITED COMMERCIAL WARRANTY (TEXAS)

### Parties:

This Limited Commercial Warranty is issued by Lone Star Faux Scapes ("Seller") to the original commercial purchaser ("Purchaser") for products supplied and or installed in Texas.

Project Name/PO: \_\_\_\_\_ Site Address: \_\_\_\_\_

Date of Substantial Completion (if installed by Seller): \_\_\_\_\_ Invoice Date (materials-only): \_\_\_\_\_

### SUMMARY AND DEFINITIONS

#### 1) Coverage Summary

##### A. 3-Year Limited UV Materials Warranty

Seller warrants that artificial foliage materials supplied by Seller will be free from UV-related material failure under normal, intended exterior use for three (3) years from the applicable start date.

##### B. 1-Year Limited Installation Workmanship Warranty

For installations performed by Seller, Seller warrants workmanship for one (1) year from the Date of Substantial Completion against defects in installation that cause detachment, unsafe mounting, or functional failure under normal use.

##### Start Date Rules

Installed by Seller: Start date is the Date of Substantial Completion.

Materials-only purchase: Start date is the Invoice Date.

#### 2) Definitions

"UV-related material failure" means deterioration of foliage material caused primarily by UV exposure resulting in cracking, embrittlement, or loss of structural integrity such that the product can no longer perform its intended function.

Cosmetic change (including dust, surface soiling, minor color variation, or gradual fading) is expected and not a failure unless expressly stated in a signed written amendment.

#### 3) What's Covered

- ✓ UV-related material failure of Seller-supplied foliage (3-year term)
- ✓ Defects in Seller-supplied frames or mounting components that prevent intended function (within applicable term)
- ✓ Installation workmanship defects by Seller causing detachment or unsafe mounting (1-year term)

#### 4) What's Not Covered

- ✗ Abuse, vandalism, theft, mishandling, impact damage, or misuse
- ✗ Acts of God/force majeure and site events beyond design assumptions (including extreme wind events, hail, flood, wildfire exposure, lightning)
- ✗ Substrate or site condition failures (rotted fences, unstable walls, moisture intrusion, corrosion, shifting structures)
- ✗ Cleaning damage or chemical exposure (solvents, abrasives, pressure washing, improper cleaners)
- ✗ Normal weathering, x, relocation, or re-installation by others not authorized in writing by Seller
- ✗ Products installed contrary to Seller's written instructions, approved submittals, or applicable code requirements
- ✗ Third-party products or labor not supplied by Seller
- ✗ Access costs (lifts, scaffolds, mobilization, security escorts, after-hours premiums) unless approved in writing as part of an authorized remedy

#### 5) Claim Requirements and Process

Notice: Purchaser must notify Seller in writing within thirty (30) days after discovery of a suspected warranty issue.

Documentation: Provide photos/video, project address, invoice/completion date, and a written description.

Inspection: Seller may require reasonable site access to inspect and verify conditions.

Response target: Initial response typically within 5 business days.

#### 6) Exclusive Remedy

If a claim is validated, Seller will, at its option: (i) repair, (ii) replace, or (iii) refund the purchase price of the affected materials. Refunds may be pro-rated based on time in service where permitted by law. Replacement materials may not be identical due to dye lot, supply, or product revisions.

### LEGAL AND GOVERNING

#### 7) Disclaimers and Limitation of Liability Texas

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY TEXAS LAW, SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY TEXAS LAW, SELLER IS NOT LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS, DELAY DAMAGES, OR PROJECT IMPACT COSTS. SELLER'S TOTAL LIABILITY WILL NOT EXCEED THE AMOUNT PAID FOR THE SPECIFIC GOODS AND OR INSTALLATION GIVING RISE TO THE CLAIM.

#### 8) Governing Law and Venue

This warranty is governed by the laws of the State of Texas, without regard to conflict of laws rules. Venue for any dispute will be in a state court of competent jurisdiction located in the county in Texas where Seller's principal office is located, unless the parties agree otherwise in writing.

#### 9) Severability

If any provision is held unenforceable, the remaining provisions remain in full force.

Authorized Seller Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser Representative: \_\_\_\_\_ Date: \_\_\_\_\_