



## Hardscaping Warranty and Special Provisions

Sun Viking Land Designs, LLC installs all hardscapes to meet ICPI (concrete pavers) and NCMA (segmental retaining walls) industry standards. Sun Viking warranties only the craftsmanship of these types of structures.\*

\*The manufacturers of the concrete pavers units and segmental retaining wall units provide their own separate guarantees of their products (SRW units, Caps, Paver units, Bull nose coping, Edger units, etc). The responsibility for obtaining these warranties from the manufacturers is solely that of the homeowner.

Sun Viking provides a ten (10) year warranty on construction & craftsmanship of ground level Paver Slabs provided that the stone base is installed to Sun Viking's standards. Meaning that Sun Viking will provide a (10) warranty on none raised paver patios & steps. All retaining walls have a (5) year warranty. All raised patios have a (5) year warranty. All steps have a (5) year warranty. This warranty does not cover applying Polysand to the paver joints once the initial job is complete. This means the homeowner is responsible for yearly or future Polysand applications to the paver joints.

### Exceptions to this statement include:

- 1) A structure which was constructed less than five years prior to SVLD's hardscape installation, an over-dig will be necessary in this scenario.
  - a. Without the appropriate installation of an over-dig, Sun Viking **will not** provide a warranty for the construction.
- 2) A structure which was constructed less than five years prior to SVLD's hardscape installation, an over-dig will be necessary in this scenario.
  - a. With the appropriate installation of an over-dig, SVLD will provide a **five (5) year** warranty for the construction.
- 3) Concrete landings encased in SRW units and then covered with paver units, SVLD will provide a **five (5) year** warranty.
  - a. A concrete landing which has been poorly backfilled and inadequately compacted, will necessitate a rebar reinforced concrete footing or an engineered plan before a warranty can be provided. See paragraph **Number Five** below. Any adjustments or addendums to the existing contract will be documented and the installation of the work an additional cost.
- 4) Any construction backfilled for less than two (2) year **cannot be guaranteed** by SVLD.
- 5) **This warranty does not include jobs completed before January 1, 2013.**

### Special Provisions:

Sun Viking Land Designs, LLC asserts that these special provisions are adhered to before, during, and after the construction of the hardscaping project. If these conditions are not met, the warranty is subject to nullification.

1. **Permits for hardscape installation:** If a permit is required by the local municipality, it is the responsibility of the customer to obtain all necessary documents and to supply the payments for said permits. SVLD is not liable for any costs associated with permits or their acquisition. SVLD will supply the customer with any layouts (dimensions) and/ or a detail sheet necessary to obtain the permit.
2. **Paver Material:** Natural materials are used in the manufacturing of paving stones. Variations and shadings can be expected in the color of the paving stones. Therefore, SVLD does not guarantee the consistency or permanence of the color of the material. SVLD is not responsible for the presence of excessive efflorescence, rust spots, or the deterioration of the product surface or structure.
3. **Mark-outs:** SVLD will call for utility mark-outs which will be performed by NJ ONE CALL utility service in the appropriate amount of time prior to construction. SVLD is not responsible for any damage to utility lines due inaccurate mark-outs.
4. **Underground Obstructions:** SVLD is not responsible for the cost of excavating, removing, or disposing any unforeseen obstructions encountered during excavation. Possible obstructions encountered during the excavation include, but are not limited to, sprinkler heads, valve boxes, electrical wiring, septic tanks, stumps, wooden ties, trash, concrete, etc. SVLD is not liable for the removal of underground obstructions such as large roots from trees, railroad ties, trash, concrete & etc not visible to the naked eye. SVLD is not liable for any utility damage due to these conditions and the cost of repair or removal is the responsibility of the homeowner.
5. **Force Majeure:** Environmental conditions may prevent the ability of SVLD to install stable stone bases. Additional cost may be involved if adverse conditions are to be mitigated (freezing temperatures, poor sub-grade, excessive precipitation, etc) and this cost is the responsibility of the homeowner.
6. **Public Works Projects:** The price is based upon non- union work force and this document is void if prevailing wage are required.
7. **Existing Structures:** SVLD is not responsible for cracks, chips or movement in a poured concrete or masonry block foundation, pool decks, pool walls and pool copings due to the removal of existing concrete or brick steps when using jack hammers, skid steers, vibratory plate compactors, pick axes, shovels, or other tools for excavation and installation necessary to install specified work. Sun Viking is not responsible for cracks in dwelling foundations before, during or after a patio is installed due to weak foundation or hydrostatic pressure. Sun Viking is not responsible for repair of siding / stucco butting up to hardscape or rotted door sills.
8. **Accessibility:** If equipment & material have to be stored on homeowner's driveway or walkways due to job accessibility; Sun Viking is not responsible for any damages that occur. Example: (cracks, chips, tire marks, discoloring & etc.)
9. **Claims or Disputes:** All claims / disputes relating to this Contract shall be subject to arbitration at the option of the owner, or the contractor if necessary, in accordance with the Arbitration Rules of the American Arbitration for the construction industry in effect at the time of the arbitration. Written notice of demand for arbitration shall be filed with the other party to the contract and with the American Arbitration Association within a reasonable time after the dispute has arisen.
10. **Improvements:** Sun Viking Land Designs; LLC reserves the right to make minor construction improvements/ changes as needed to efficiently complete the job. The cost of these improvements will be the responsibility of the homeowner. No alterations to the agreed upon contract or design will be adjusted without prior notification.
11. **Property Sold:** This Hardscaping Warranty is not transferable and is valid for only the authorized party.
12. **Drainage:** SVLD is not responsible for unforeseen drainage problems which result in discolored pavers (leeching, mineral deposits, staining, etc). Sun Viking is not responsible for settling of hardscaping structures installed due to unforeseen drainage problems. Example: (rising water tables or clay sub-base & etc.)
13. **Paver Slope:** The average minimal slope of the paver surface is **1-1.5** vertical inches for every ten linear feet. All slopes will force surface water away from the dwelling foundation. Slopes may vary depending on grade & existing structures that a paver driveway, patio or walkway are connecting or butting up to. Perimeter walls exceeding the height of the pavers will have drainage holes drilled into the block face to facilitate evacuation of surface water.
14. **Repair work:** SVLD is not responsible for color or texture difference between new hardscape materials to old hardscape material. SVLD cannot guarantee that a particular product will not be discontinued or is responsible for matching existing hardscape products.
15. **Lighting:** SVLD guarantees for one (1) year the installation of lighting products. This warranty includes the fixtures and the wiring installation. It does not include the bulbs or the transformer. Warranties for the transformer are available from the manufacturer.
16. **Documentation:** Please retain a signed copy for your records. SVLD will not honor a request for warranty unless an ST-8 form is signed by the customer.