

The contractor signatory below Dave Fox Design-Build Remodelers, Inc. (Contractor) warrants all labor for a period of THREE years from the date of the notice of completion of work under this limited warranty. This limited warranty extends only to Owner and is not transferable. Contractor further warrants that no mechanics lien shall arise in connection with furnishing of such work. Should any warranted work be found defective within the explicit meaning of this warranty, Contractor shall, at its option, (a) replace, (b) repair the defective work. No warranty reimbursement shall be made if Owner independently contracts work to be done by other parties. To the extent permitted by applicable law, all warranties given by manufacturers pertaining to materials used by Contractor in connection to the project will be passed through and inure to the benefit of Owner. *This warranty covers labor to replace defective or damaged parts as warranted by the manufacturer for the duration of manufacturer's warranty (labor not to exceed 3 years).*

This Limited Warranty applies and is limited as follows:

1. To the property owner only as long as it remains in the possession of the original owner as named on the contract.
2. To the specified work that has not been subject to accident, misuse, or abuse as determined by Contract
3. To the specified work that has not been modified, altered, defaced, or had repairs made (or attempted) by others.
4. That Contractor is immediately notified by phone, email, or letter within fifteen (15) days of the first knowledge of defect by Owner or Owner's agent.
5. That Contractor shall be given first opportunity to make any repairs, replacements or corrections to the defective work within a reasonable period of time. If the defect is considered to be parts or manufacturer defect and not workmanship, or it does not fall within the time period of this warranty, standard rates, including labor, apply according to manufacturer's warranty.
6. Contractor shall not be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of workmanship.
7. This Limited Warranty is limited to claims on workmanship from the original contract commencement date as noted on the contract. Repairs and service orders do not extend the warranty period.
8. Any unpaid contractual balances due will void this entire warranty.

GENERAL CONSTRUCTION: This warranty does not cover ordinary wear and tear, abuse, neglect, or general maintenance connected with ownership. Condensation on windows and (or) glazed doors is not covered under this warranty. Normal movement or adjustments required of doors, windows, locksets and hardware are covered up to 12 months from the date of Notice of Completion. This workmanship warranty does not cover masonry cracks, finish on concrete, natural color variation, natural movement, cracking, peeling, popping of surface or otherwise, on any concrete and (or) masonry work. Shrinkage and expansion cracks are normal with concrete and masonry products. Drywall cracks and nail pops will be touched up under warranty one time within the first 12 months of the warranty period. The use of artificial lights to detect defects is not accepted. Defects must be detectable to the naked eye in normal light conditions. This warranty does not apply to damage to any structure caused by forces of nature including, but not limited to, extreme temperatures, freezing, thawing, high winds, excessive indoor humidity changes, and weather conditions that are considered extreme or abnormal.

Request for workmanship warranty guidelines not specifically listed will be according to the guidelines as implied in the "Residential Construction Performance Guidelines," latest edition published by NAHB. Latent defects in materials not apparent to Contractor at the time of installation or insufficiencies of material due to deviation by the manufacturer or supplier of materials are not covered under this warranty. Contractor shall not be held liable for damage, default, or insufficiency for which any manufacturer, supplier, or service facility is responsible under any warranty, agreement, or service policy. Contractor is not accountable for damages to the surrounding of the said construction caused by insufficient site access. All requests for services for warranty work that are determined not to apply as warranty work will be billed at the normal service rate at the time of service. Any unpaid services will void the warranty of any future warranty services throughout the remaining warranty period. This warranty does not extend beyond any applicable product warranty or manufacturer's warranty and are set forth in lieu of all other warranties, express, or implied, and Contractor makes no warranty other than those set forth above. THERE IS NO IMPLIED WARRANTY OR MERCHANTABILITY NOR ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION WITHIN THIS DOCUMENT.

*All other terms and conditions are listed on the back of the Construction Agreement.*