



LIMITED WARRANTY

Builder warrants the materials and workmanship supplied by Builder and its subcontractors to be free from defects for one (1) year from the date of substantial completion of the project, subject to the following limitations and exceptions:

- (a) Any used materials or existing structural elements which are re-used in this project at Owner's request are excluded from this warranty.
- (b) Any damage to portions of the building not included in this project which may arise due to pre-existing conditions (including, but not limited to, plaster cracks, leaks from old roofing, etc.) are excluded from this warranty.
- (c) Any Owner-caused damage, maintenance, or needed repairs caused by excessive wear and tear or usage is excluded from this warranty.

Appliances, including, but not limited to refrigerators, dishwashers, trash compactors, garbage disposals, heat pumps, furnaces, air conditioners and water heaters, are excluded from this warranty. Builder shall supply Owner with the manufacturer's warranties for any new appliances supplied by the Builder.

This warranty shall be for the benefit only of the Owner and not for any assignee, transferee, successor in interest, or other third party.

- (a) Builder's obligations pursuant to this warranty shall be limited to replacing or repairing the defective materials or workmanship supplied by the Builder or its subcontractors.
- (b) This warranty is in lieu of all other warranties, express or implied, and all other obligations or liabilities on Builder's part, and Builder neither assumes nor authorizes any other person to assume for Builder any other liability in connection with this project, except as specifically set forth in this contract.