

## **GARMAN BUILDERS INC. LIMITED WARRANTY**

This document contains important information about your rights as well as limitations and exclusions that apply to you. Please read it carefully. The terms and conditions of this Limited Warranty are part of the new home construction and/or sales Agreement ("Agreement") between you (hereinafter "Owner"), and Garman Builders, Inc. (hereinafter "Contractor").

### **1. WHAT THIS LIMITED WARRANTY COVERS.**

During the term of this Warranty, subject to the terms, conditions and exceptions set forth herein, Contractor warrants that the Building and all work performed by Contractor shall be free from substantial defects in materials and workmanship.

### **2. ONE (1) YEAR COVERAGE.**

This Limited Warranty commences on the date of settlement, or the date of Owner's occupancy, whichever first occurs, and continues for a period of one (1) year. This Limited Warranty is in effect only if Contractor is in receipt of entire sales price and/or all monies due to Contractor. Unless otherwise agreed in writing by Contractor, this Limited Warranty will expire at the end of the one year warranty period.

### **3. NON-TRANSFERABLE.**

This Limited Warranty is not transferable and will automatically terminate if the property is leased, vacated, or sold by original Owner. Owner may not assign, or otherwise transfer, this Limited Warranty, Owner's rights under it, or delegate Owner's obligations.

### **4. REQUEST FOR WARRANTY SERVICE.**

An Owner with a Limited Warranty complaint must submit a clear and specific WRITTEN request to Contractor at the address shown either on this Limited Warranty or Agreement within 30 days of the discovery of any defect covered under this Limited Warranty. No Limited Warranty work will be performed until Contractor has received such a complaint in writing, unless designated an emergency.

### **5. SOLE AND EXCLUSIVE WARRANTY AND REMEDY.**

Owner's sole and exclusive remedy in the event of any breach of the Limited Warranty under Section 1 above shall be at Contractor's sole option, either a (1) repair or replacement of any covered item determined to be defective by Contractor, or (b) purchase of the Building by Contractor for the amounts paid by Owner to Contractor and conveyance by Owner of the Building to Contractor.

Builder will, within a reasonable time after receiving written notice from Owner, examine the alleged defect to determine if it is covered under this Limited Warranty. In the event Builder determines that the defect is covered under this Limited Warranty, Builder may, in Builder's sole discretion, repair or replace the defect with the same or reasonably similar item, at no charge to Owner. Such repair or replacement will take place within 30 days, unless delayed by weather conditions, labor problems or material shortages. The work will be performed by Contractor, or subcontractors selected by Contractor.

Builder reserves the right to charge the Owner a reasonable amount per service call for any complaint not covered under this Limited Warranty.

Any repair or replacement by Contractor shall not extend the term of this Limited Warranty. Builder's total liability under this Warranty is limited and in no event will any such liability exceed the purchase price paid by Owner to Contractor for the Building.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED AND/OR STATUTORY, IN CONNECTION WITH THE HOME, INCLUDING BY WAY OF ILLUSTRATION ONLY AND NOT LIMITATION, THE IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

### **6. LIMITATIONS ON LIABILITY.**

**BUILDER'S LIABILITY UNDER THIS WARRANTY IS LIMITED. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY DIRECT, INDIRECT, GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BY WAY OF ILLUSTRATION ONLY AND NOT LIMITATION, LOSS OF USE, INABILITY TO OCCUPY OR USE THE BUILDING, DISCOMFORT, INCONVENIENCE, EMOTIONAL DISTRESS, LOST PROFITS, ATTORNEY'S FEES, PUNITIVE DAMAGES OR ANY OTHER DAMAGES, ARISING OUT OF OR RELATING TO ANY ALLEGED BREACH OF CONTRACT, WARRANTY, OR NEGLIGENCE BY CONTRACTOR OR CONTRACTOR'S AGENTS, SERVANTS AND EMPLOYEES.**

### **7. RIGHT OF ACCESS.**

Owner must provide the Contractor access to property during normal weekday business hours to perform its obligations under this Warranty. Failure to provide such access may relieve Contractor of its obligations under this Warranty.

### **8. WHAT IS NOT COVERED UNDER THIS LIMITED WARRANTY.**

This Limited Warranty shall not extend to, include, or be applicable to:

- a. Damages or losses resulting from accidents, civil commotion, acts of war, aircraft, vehicles, glass breakage, acts of God or Nature including, but not limited to: wind storms, wind driven water, floods, hail, lightening, fallen trees, earthquakes, explosions, fire, smoke, water escape, water infiltration or changes in underground water table;
- b. Any condition which does not result in actual physical damage to the Building, including but not limited to: uninhabitability or health risk due to presence or consequence of unacceptable levels of radon gas, formaldehyde, carcinogenic substances or other pollutants and contaminants; or the presence of hazardous or toxic materials;

- c. Appliances and mechanical items, including but not limited to: water heaters, pumps, stoves, ranges, ovens, refrigerators, garbage disposals, dishwashers, washers and dryers, furnaces, air conditioning units, heat pumps, and other similar items. Contractor hereby assigns any and all manufacturers' warranties for appliances and mechanical items to Owner;
- d. Any soil erosion, sedimentation, or storm water control management systems that are approved by a governing jurisdiction;
- e. Shrinkage, cracks, or movement in concrete foundation walls, basement, slabs, and garage floors, which are within reasonable design performance criteria;
- f. Normal and usual cracks, nail-pops, twisting, or movement in walls, ceilings, exterior and interior trim, and finished items caused by drying, aging, or shrinkage of building materials and/or products;
- g. Loss or damage caused by or resulting from seepage of water into or around the Building;
- h. Damage to personal property, or fixtures, including mechanical equipment and systems;
- i. Bodily injury;
- j. Any defect, damage, or loss which is caused or aggravated by the negligence of Owner or anyone other than Contractor or Contractor's employees, agents, or subcontractors;
- k. Damage caused by ordinary wear tear, abusive use, or Owner's lack of proper maintenance of the Building;
- l. Nail-pops, seam ridges and shrinkages in drywall, lumber, trim, doors, millwork and wood floors. Contractor will, however, make two inspections of drywall: one before occupancy and one eleven months after occupancy, upon Owner's request, to make reasonable touch-ups, with Owner to be responsible for clean-up and any necessary painting;
- m. Settling of the Building (unless such settling shall cause structural damage), earth in and around the foundation, utility trenches or any other excavated and filled areas on the premises;
- n. Cracking, falling away, dripping or discoloration of or imperfections in grout, plaster or stucco. Contractor will, however, re-grout cracks exceeding 3/8" in foundation or basement walls. Cracks in concrete work shall be repaired by filling or patching.
- o. Shrinking or warping of doors less than 1/2". Contractor will, however, upon written request by Owner, return one time during the first heating season following the date of occupancy to make any necessary adjustments for sticking doors, with Owner to be responsible for clean-up and any necessary paint or other touch-up;
- p. Defects in items installed by Owner or anyone else, except those items installed by Contractor or, if contracted by Contractor, Contractor's subcontractors;
- q. Work done by Owner or anyone else, other than work done by Contractor or, if contracted by Contractor, Contractor's subcontractors;
- r. Loss or injury due to the elements;
- s. Paint applied over newly plastered interior walls;
- t. Consequential, direct, indirect, special, incidental or any other damages;
- u. Defects in outbuildings (except any outbuilding that contains plumbing, electrical, heating or cooling systems serving the home), swimming pools and other recreational facilities; driveways; walkways; patios; boundary walls; retaining walls which are not necessary for the Building's structural stability; fences; landscaping (including sodding, seeding, shrubs, trees, either newly planted or existing) and plantings; offsite improvements; or any other improvements not a part of the Building itself;
- v. Damage to personal property or damage to real property which is not part of the Building which was included in the purchase price;
- w. Insect damage;
- x. Upgrades or extras in floor coverings and other similar items, whether included in the sales price or not;
- y. Dampness or water in the basement; and
- z. Faux painting, wallcoverings, curtains or other wall treatments or repair or replacement of faux painting, wallcoverings, curtains, holes or other wall treatments.

**9. CONDITION.**

As a condition of Contractor's obligations hereunder, Owner agrees to maintain the grade of lot finished by Contractor, agrees not to build a stone, concrete or any garden edging; a brick, stone or concrete terrace or retaining wall, which will pocket water, or to erect any other structures on the premises that will change Contractor's grading or block the natural flow of water in any way.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Contractor