

HERITAGE RENOVATION & CUSTOM BUILDING Inc.



*Renovations * Post & Beam * New Construction*

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Limited Warranty

This Limited Warranty is given to the buyer on contract with Heritage Renovation & Custom Building Inc. is here after referred to as the Builder. This warranty is extended to the buyer on contract only and is Not Transferable to succeeding buyers.

Term of Coverage

The terms of the various coverages of this warranty begin on the date of which this dwelling is deeded to you, or on the date on which you first move into this dwelling, whichever event occurs first. That date is referred to in this document as the "date of possession."

Coverages

For the terms hereinafter stated, the Builder warrants as follows:

Structure:

(1) For a period of one year after the date of possession, the floors, ceilings, walls and other internal structural components of the dwelling, which are not covered by other parts of the Warranty, will be free of substantial defects in materials or workmanship.

Basement:

(2) For a period of one year from the date of possession, the basement will be free of seepage or leaking water through the foundation walls or floors occurring during periods of normal high water table, or caused by springs, but this does not include seepage or leaking of water due to unusual flooding from rains, greater than 2" in any twenty-four hour period, nor does this agreement cover condensation due to excessive humidity nor seepage or leaking of water resulting from normal settlement around the foundation. The filling of the ground around the foundation in the event that such ground settles is the responsibility of the Buyer. The Builder in no event shall be responsible for water damage to personal property. The Builder reserves the right to correct such water seepage and leaking for which the Builder may be responsible hereunder by installation of a sump pump.

Systems:

(3) For a period of one year after the date of possession the plumbing, heating, and electric wiring systems will be free of substantial defects in materials or workmanship.

Roof:

(4) For a period of one year after the date of possession the roof will be free of leaks caused by defects in materials or workmanship. The Builder/Seller will not be responsible for leaks and damage caused by snow and ice dams.

Exterior Paint:

Exterior paint is covered for a period of one (1) year against blistering and peeling. Paint on clapboards is warranted for a period of six (6) months only if clapboards are factory primed.



Asphalt Driveways and Sidewalks:

Asphalt driveways and sidewalks are warranted for a period of one (1) year.

Landscaping and Shrubbery:

The Seller has loomed, graded and seeded areas as per specifications. Quality seed has been used. The responsibility for germination and successful growth of grass remain with the Buyer. Shrubbery is warranted to be alive and healthy when planted. Shrubs must be protected from seasons, watered and fertilized.

Other:

(5) For a period of sixty (60) days after the date of possession the doors (including hardware), windows, electric switches, receptacles, plumbing fixtures, and cabinet work will be free of defects in materials or workmanship.

Manufacturers' Warranties

We hereby pass through and assign directly to you any and all manufacturers' warranties on all appliances and equipment supplied by the Builder in the dwelling. As part of the pass through of these or any other manufacturers' warranties on equipment or appliances included in the building contract, we must state that such warranties may include specific procedures which must be followed to make that warranty effective. The procedure may require notification of registration by the Buyer to the manufacturer, or the requirement that you, the Buyer, mail a warranty card to the manufacturer. Your failure to register or mail such warranty card according to any manufacturer's requirement shall not create any liability on the Builder for any expressed or implied warranty on such equipment or appliances.

The forwarding of such material to any manufacturer is the Buyer's sole responsibility.

Exclusion From Coverage

We specifically do not assume responsibility for any of the following items, each of which is specifically excluded from this warranty:

1. Defects in appliances or pieces of equipment that are covered by manufacturers' warranties. As these have been assigned directly to you, each manufacturer's warranty claim procedure must be followed where a defect appears in any of those items.
2. Damage due to ordinary wear and tear, abusive use, misuse, or lack of proper maintenance of the dwelling or its component parts or systems.
3. Minor defects which are the result of characteristics common to materials used, such as, but not limited to warping or deflection of wood; fading; chalking and checking of paint due to sunlight; cracks in concrete due to drying or curing of concrete, plaster, brick or masonry; and drying, shrinking and cracking of caulking and weather stripping.
4. Defects in items installed by the Buyer or anyone other than the Builder or our subcontractors at our order.
5. Work done by the Buyer or anyone other than by Builder or our subcontractors at our order.
6. Defects in items supplied by Buyer.
7. Loss or injury due to the elements.
8. Customary conditions resulting from condensation on, or expansion or contraction of materials.
9. Glass or screen breakage is not covered by this warranty unless the Seller is notified of the breakage in writing prior to occupancy or unless the breakage is a result of defect in the glass or screen.
10. Normal fading of exterior paint is not covered. No interior paint peeling or paper nicks, dents, scratches, or other imperfections are covered.

Definitions:



Appliances and Equipment:

The term “appliances and equipment” (including their fittings, attachments, controls and appurtenances) shall include but not be limited to:

Furnaces, boilers, oil tanks and fittings, humidifiers, air purifiers, air handling equipment, ventilating fans, air-conditioning equipment, water heaters, pumps, stoves, refrigerators, garbage disposals, compactors, dishwashers, automatic door openers, washers and dryers, bath tubs, sinks, toilets, faucets and fittings, lighting fixtures and circuit breakers.

Minor and Cosmetic Defects:

Despite adherence to high workmanship standards and the use of quality materials, all new dwellings will go through a period of settlement and shrinkage causing hairline cracks, some wood shrinkage and warping and other similar minor defects all of which are unavoidable and not covered by this Limited Warranty.

Systems:

The term “systems” (exclusive of appliances, fixtures and equipment as specified above) means the following:

1. Plumbing system - gas supply lines and fittings and water supply, waste and vent pipes and their fittings; septic tanks and their field drains; water, gas and sewer service piping, and their extensions to the tie in of a public utility connection, or on site well and sewage disposal system.
2. Electrical system - all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.
3. Heating, venting, cooling and mechanical systems - all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

No Other Warranties

This Limited Warranty is the only express warranty we give. This warranty gives specific legal rights, and you may also have other legal rights that vary from State to State.



Claims Procedure

If a defect should appear which you think is covered by this Limited Warranty, you must notify us promptly in writing of the defect at the address appearing on the last page of this document, and in any event no later than one year from the date of possession. Upon receipt of your written report of a defect, if the defective item is covered by this Limited Warranty, we will repair or replace it at no charge to you within forty-five (45) days of receipt of the report, subject to weather and soil conditions, and availability of materials. We must do the work, or subcontractors chosen by us must do the work. The choice between repair and replacement is ours. In the case of emergency situations only where time in responding to a defect covered by this Limited Warranty is critical, telephone reports may be made, and the time for repair or replacement will be shortened within our discretion.

Severability

In the event that any of the provisions of this Limited Warranty shall be held to be invalid, the remainder of the provisions of this Warranty shall remain in full force and effect.

Date of Possession:

Owner's Acknowledgment and Acceptance:

Customer Signature

Contractor's Acknowledgment and Acceptance:

Carl E. Lund
President
Heritage Home Carpentry, Inc.