

HOMEWORX **WARRANTY**





WARRANTY

What is covered by this warranty?

The Company warrants that all construction related to the project, or remodeled space, (the terms “project”, “work” or “remodeled space” are used interchangeably herein and include the Plans and Specifications together with Excess Costs/Change Orders as defined in the Terms & Conditions, substantially conforms with the Plans and Specifications and Excess Costs/Change Orders, that the materials that were used with respect to this project were new (unless expressly agreed upon by the parties), and that the construction was completed in accordance with Iowa law and the standards promulgated thereunder to define “workmanlike” construction.

Within **24 months (2 years)** of the closing date of the project, the Company will repair or replace, at Company’s option, any defects in **workmanship** (cabinets, countertops, doors, hardwood floors, tile, drywall, interior trim, carpet, paint). Client agrees to accept a reasonable match in any repair or replacement in the event the original item is no longer available.

Within **36 months (3 years)** of the closing date of the project, the Company will repair any defects in **workmanship specific to systems** installed at the property (electrical, plumbing, and HVAC systems). Drywall holes and patching created by employees or subcontractors of the Company to gain access to systems for maintenance or repair are also covered under warranty.

What is not covered by this warranty?

- Damages from the elements (such as fire, wind, hail, lightning, ground movement or other natural occurrence or casualty), misuse, abuse, neglect of cleaning/care, ordinary wear and tear, and/or the failure of Client to follow proper care or to otherwise fail to properly maintain the area of the home that is related to the remodeling project;
- Damages from the failure of utility services;
- Damages related to items not furnished by the Company, including damage to personal property and defects in materials and workmanship or negligence attributable to persons other than the Company, or its subcontractors, suppliers or employees;
- Items arising after the 24 month (2 year) period for workmanship, or after 36 month (3 year) period on systems-specific workmanship referenced above;
- Incidental or consequential damages, such as loss of the use of the home, including secondary damages and damages from mental anguish. Some states do not allow limitations of consequential damages so this limitation may not apply to you;
- Damages to anyone other than the original Client (warranty is not transferable and terminates when original Client is no longer the property owner);
- Defects in paint noticed after the final inspection walkthrough is approved by Client;
- Defects in appliances and equipment and other miscellaneous items considered “Consumer Products”, as defined below, that are covered by manufacturers’ warranties (the Client herein having assigned these manufacturers’ warranties to the Client pursuant to *Manufacturers’ Warranties* section to the extent they are assignable and it accordingly being agreed that if a defect appears in these items, the Client should follow the procedures set forth in the manufacturers’ warranties relative to the same), however, the Company warrants that appliances shall be properly installed;
- Conditions or damages caused or aggravated by any failure to give notice to the Company within a reasonable time that inhibits the Company’s opportunity to take remedial action or denial of or lack of cooperation with the Company’s right to cure;
- Costs or reimbursements related to work Client had done through another company without Company’s approval of reimbursement;

NO OTHER EXPRESS WARRANTIES

Unless otherwise provided in written form by the Company’s authorized representative, this warranty is the only express warranty the Company offers.



WARRANTY

Manufacturers' Warranties

The Company assigns and passes through to the Client (to the extent they are assignable) the manufacturers' warranties on all appliances, equipment, and other Consumer Products. The following items are examples of such Consumer Products: appliances, heating and cooling equipment, plumbing fixtures and equipment, mechanical and/or electrical equipment, cabinets, floor coverings, roofing materials, windows, and doors, etc. NOTICE: APPLIANCES, EQUIPMENT OR OTHER COMPONENTS SUPPLIED OR INSTALLED UNDER A MANUFACTURER'S WARRANTY WILL BE REPAIRED OR SERVICED BY THE MANUFACTURER OR DESIGNATED SERVICE PERSONNEL AND NOT THE COMPANY UNDER THIS WARRANTY.

Claims Procedures

If a defect appears that Client thinks is covered by this Warranty, the Client must notify the Company by phone or email with a description of the issue, and coordinate a time that the Company can schedule a visit. If a delay will cause extra damage (for instance, a pipe has burst), the Client should telephone the Company immediately. Only emergency reports should be given or taken by phone. Failure to notify the Company of defects covered under this Warranty or any implied warranties that are limited pursuant to this Warranty shall relieve the Company of liability for replacement, repair or other damages relating to the same.

Opportunity to Investigate, Right to Cure and Elect Remedies

In accordance with the Company's right to cure, Client agrees to provide Company with the reasonable opportunity to investigate and determine responsibility for and/or cure all alleged defects, if any, including remediating and/or making repairs or, alternatively, to elect to pay for the reasonable cost of repairs at Company's sole discretion.

Company's Right-to-Cure

This warranty involves independent and sufficient consideration exchanged between the parties and is designed to address and resolve issues and alleged defects that may arise within the warranty period. The purpose of this document is to govern such issues without resort to disputes or the expense and uncertainty of arbitration or litigation. In recognition of this purpose, and the independent consideration and mutual agreement involved, the parties agree that prior to commencing arbitration or legal actions under this Warranty, the Client hereby grants the Company the right and ability to investigate, resolve and cure, when determined necessary, any alleged construction defect before the Client may commence arbitration or legal action for any purpose, including but not limited to allegations that Company failed to complete the project in a "workmanlike" manner.

Exclusive Remedy and Limits of Costs

The repair, replacement or payment remedy selected by the Company shall be the exclusive remedy for which the Company will be liable with respect to the specific defective condition under this Warranty. In no event will Company be liable for repair costs or other warranty obligations amounting in aggregate to more than the total project cost of remodeling work performed during the project under any circumstances.

Warranty Not Transferable

This Warranty is extended to the Client only, and is not transferable. When the Client sells the home or moves out of it, this Warranty automatically terminates. It is not transferable to subsequent purchasers of the home, nor to the Client's tenants.