

Limited Warranty

Owner: _____

Warrantor: J. F. Basnett Company, Inc., dba Basnett Design-Build-Remodel

Reference: Addition and Remodel at _____
(herein after referenced as “**Dwelling**”), specifically as noted in Construction Contract between Owner and Warrantor dated _____.

- 1) **Person(s) Covered:**
This Warranty entitles the Owner to certain warranty protection and is transferable to the first succeeding owner by notifying Warrantor prior to the transfer of the property.
- 2) **Commencement of Coverage:**
The term of this Warranty shall commence upon full execution of above referenced contract including all payments received.
- 3) **Duration of Coverage:**
 - A. This Warranty shall remain in effect for a period of **3 years** after completion of work (*3 times longer than required by law*). Warranty duration shall be further limited by the following:
 - a. Warranty does not extend manufacturer’s warranties.
 - b. Duration of warranty shall be reduced as specifically expressed in sections of this Warranty.
- 4) **Limitation of Warranties:**
 - A. This Warranty covers materials and workmanship only as set forth in the aforementioned Construction Contract between Owner and Warrantor, and shall not extend to any other part of the Dwelling.
 - B. The only warranties of Warrantor are those expressed in this instrument and, except for any warranties implied by law and not subject to exclusion, there are no warranties which extend beyond the express warranties set forth herein.
 - C. Coverage specified in manufacturer’s warranties shall supersede this Warranty.
- 5) **Warranty Coverage:**
Excluding items covered by manufacturers' or suppliers' warranties as referred to in Section 6, and subject to the exclusions set forth in Section 7, and to the express limitation that all coverage is effective only if and to the extent a breach of warranty adversely affects the Owner and the Dwelling, the coverage of this Limited Warranty is as follows:
 - A. **New Radon Mitigation Systems:**
 - a. Closed-loop active Radon Gas mitigation systems designed and installed by Warrantor are warranted to maintain Radon Gas levels at or below 4.0 pCi/L within the living areas of the Dwelling intended to be serviced by designed and installed system.
 - B. **Footings and Foundations:**

- a. Materials and installation methods for new footings and foundations are warranted to be as specified or better.
- a. Curing cracks of new footings and foundations are warranted if they:
 - 1. Impair the structural integrity of the footing and/or foundation, and/or
 - 2. Impair the integrity of the structure supported by them, and/or,
 - 3. Allow water infiltration.
- b. New foundations are warranted against water infiltration only if the Warrantor certifies by signing this section that a complete moisture management system has been designed and installed by Warrantor.

Foundation Moisture Management System Certification: _____

C. Basements:

- a. Basement moisture management systems designed and installed by Warrantor are warranted against water infiltration within the areas specifically addressed by the designed and installed system only if the Warrantor certifies by signing this section.
- b. Humidity levels within basements are not covered by this Warranty.

Basement Moisture Management System Certification: _____

E. Structure:

- a. New structural components are warranted against defects in materials and workmanship.

F. Roofs:

- a. New roofs are warranted against water leaks unless entry of water is due to flood, hurricane and/or other abnormal weather conditions.
- b. Water leaking caused by ice-back up is not warranted unless Warrantor certifies by signing in this section that a complete ice back-up prevention system has been designed and installed by Warrantor.

Ice Back-Up Prevention System Certification: _____

G. Inactive Building Materials (materials making up immovable building systems):

- a. New inactive building materials, such as, but not limited to, exterior trim and siding materials, interior wall materials, and interior millwork are warranted against defects in materials and workmanship.

Inactive building materials shrink and swell according to temperature, moisture, and humidity levels. The extent of movement depends on the characteristics of the material. Inactive building materials are assembled to create a building system and many times are joined to other inactive building materials, which have varying degrees of compatibility. Conditions such as curing and/or drying or acclimatization of some inactive building materials cause them to shrink or swell, which sometimes creates visible openings and cracks. Warrantor will perform repairs to inactive building products as needed following one full seasonal cycle after the commencement of this Limited Warranty and thereafter as needed.

H. Active Building Products (building products with moving parts, such as but not limited to windows and doors):

- a. New active building products are warranted against defects in materials and workmanship.
- b. Relocated active building products are warranted against defects in workmanship only.

Active building products are made from materials which shrink and swell according to temperature, moisture, and humidity levels. The extent of movement depends on the characteristics of the materials used to make a product. Materials within active building products and between active building products and other surrounding building materials have varying degrees of compatibility. For active building products to operate properly in these situations, tolerances are required between materials. Tolerances differ depending on materials' relationships and levels of temperature, moisture, and humidity. Initial tolerances are set to accommodate abnormal levels of humidity created by the construction process and seasonal conditions present at the time of construction, therefore readjustment is expected in some instances. Warrantor will perform a readjustment of active building products' tolerances as needed following one full seasonal cycle after the commencement of this Limited Warranty.

I. Plumbing:

- a. New plumbing components are warranted against defects in materials and workmanship and shall not degrade the functionality of the existing system.
- b. Relocated existing plumbing components are warranted against defects in workmanship only.
- c. Coverage does not extend to the following:
 1. Blockage of drain pipes caused by Owner;
 2. Frozen water pipes caused by Owner neglecting to maintain interior heating as needed to keep pipes from freezing, or to drain pipes where heating is not available or not being maintained.

J. Heating, Cooling, and Mechanical Venting Systems:

- a. New heating, cooling, and mechanical venting components and equipment are warranted against defects in workmanship and materials and shall not degrade the functionality of the existing system.
- b. Relocated existing heating, cooling, and mechanical venting equipment are warranted against defects in workmanship only.

K. Electrical System:

- a. Modifications to the existing electrical system and new components of the electrical system are warranted against defects in materials and workmanship and shall not degrade the functionality of the existing system.

L. Appliances:

- a. Appliances furnished by Warrantor, with exception to those covered by manufacturers' warranties, are warranted against defects in materials and workmanship.
- b. Relocated existing appliances and equipment are warranted against defects in workmanship only.
- c. Owner is responsible for maintenance of appliances according to manufacturers' instructions.

M. Landscaping:

- a. New lawns, plants, and other related landscaping is warranted against defects in materials and workmanship.
- b. Relocated plants are excluded from this Limited Warranty.
- c. Owner is responsible for care and maintenance of landscaping, such as, but not limited to, watering, fertilizing, and protection of lawns and plants, and proper maintenance of driveways, walkways, and parking areas.

6) Manufacturers' and Suppliers' Warranties:

Warrantor hereby assigns, transfers, and passes through to Owner, without recourse in any event, each and every warranty, if any, made or furnished to Warrantor by the manufacturer

and/or supplier of each appliance and/or piece of equipment installed in the Dwelling. It is the sole responsibility of the Owner to follow the manufacturers' or suppliers' warranty procedures with respect to such appliances and/or equipment.

7) Exclusions from Coverage:

Warrantor expressly disclaims responsibility for any of the following, each of which is expressly excluded from this Limited Warranty.

- A. Defects of any nature in appliances or equipment covered by manufacturers' or suppliers' warranties.
- B. In respect to the Dwelling and /or its component parts or systems, such as, but not limited to; a) ordinary wear and tear, b) damage due to abusive use or misuse, c) damage due to lack of proper maintenance, d) overloading of electrical or other systems, e) loss or misplacement of removable parts, f) damage caused by wrongful or negligent acts or omissions of Owner or any person other than Warrantor.
- C. Defects in items supplied, installed, and/or worked on by anyone other than Warrantor.
- D. Fixtures, materials, labor, and services provided by Owner, whether integrated as part of, or separate from other warranty coverage items;
- E. Fixtures, appliances, equipment, and materials in place or existing prior to the commencement of any addition or modification to the Dwelling;
- F. Failure of any installed system to perform outside of parameters of specified design ranges, so long as same conform to specifications of the manufacturer.
- G. Loss or injury due to the elements unless due to the negligence of Warrantor.
- H. Repairs necessitated by Owner's neglect of responsibilities as outlined in this Limited Warranty.

8) Repairs:

Repairs necessitated by this Limited Warranty are limited to the problem area only and in some cases may not blend exactly to surrounding materials as to color and texture.

9) 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 Limited Warranty shall remain in full force and effect. No waiver by Warrantor at any time shall constitute a waiver of any such provisions at any subsequent time or of any other provisions at any time.

Warrantor

Date

Receipt of a copy of this Limited Warranty is acknowledged, and the terms and conditions stated are hereby accepted and agreed to.

Owner(s)

Date