



LIMITED CONSTRUCTION WARRANTY

BUILDER: Aldana Contracting LLC

BUYER(s):

Address of Project:

BUILDER is pleased to provide an Expressed Limited Warranty for the single-family residence sold to BUYER at the address listed above, hereinafter "Project", as follows:

NOTICE

This **Limited Warranty** is in lieu of all other warranties, express or implied. Any implied warranties, including but not limited to, the implied warranty of merchantability, fitness for a particular purpose, habitability and any UCC warranties are waived.

This **Limited Warranty** shall be null and void and BUILDER shall not be liable for any damages or expenses if the BUYER does not first grant BUILDER, or agent, access to the premises and the opportunity of BUILDER to inspect, correct, or replace alleged defective items before BUYER incurs expenses or has work done by anyone else.

WHAT IS COVERED

- I. This Limited Warranty relates only to "Covered Defects," which are defined as defects in material and workmanship that are either part of the Project or are elements of the Project as supplied and installed by the BUILDER in accordance with the parties' contract except for Products as herein defined. The existence of a Covered Defect does not constitute a breach of the contract between the parties or of this Limited Warranty; however, it does constitute the right to make a claim under this Limited Warranty obligating the BUILDER to repair or replace the defective item to conform to the contract, the specifications and customary tolerances of the construction industry. This Limited Warranty is not an insurance policy nor a maintenance agreement but a definition of what the BUYER has a right to expect in terms of warranties.
- II. Pursuant to this Limited Warranty, BUILDER warrants that the Project is reasonably free of Covered Defects within customary tolerances of the construction industry and reasonably conforms to the requirements of the contract documents, drawings, plans, and specifications. "Customary tolerances of the construction industry" means tolerances common and expected in the construction industry for work performed by a professional residential contractor. This Limited Warranty also warrants Covered Defects within customary tolerances for all subcontractors and other trades people for work they performed while under contract with the BUILDER and in pursuance with that contract, including the crew of the BUILDER.
- III. If any Covered Defects are found in the Project, BUILDER shall repair or replace any of the Covered Defects at its cost. The Covered Defect to be corrected will be the particular part or area that is defective. BUILDER shall start corrective work within a reasonable time after written notice from the BUYER. BUILDER shall have the option of repairing or replacing, at its election.

BUILDER SHALL HAVE NO OBLIGATION TO HONOR THIS LIMITED WARRANTY UNTIL THE CONTRACT PRICE AND ALL CHANGE ORDER FEES INCLUDING FREIGHT AND RESTOCKING FEES ARE PAID IN FULL. HOWEVER, THE TERM SHALL NOT BE EXTENDED AS A RESULT OF SUCH NON-PAYMENT.

The Term of this Limited Warranty, that is, the limitation of BUILDER'S obligation to repair or replace any Covered Defects, is one year from substantial completion which is defined as the later of: 1) the date of

Certificate of Occupancy by the appropriate building inspection department or 2) the date BUYER first uses the Project installed By BUILDER. If BUILDER performs warranty work within this period, then as to that specific work only the Term of this Limited Warranty shall be extended to the repaired or replaced work itself and be covered for one year after completion.

TRANSFERABILITY

- I. This Limited Warranty applies to the original BUYER and may not be transferred to any subsequent BUYER.

EQUIPMENT, MATERIAL, AND APPLIANCES

- I. BUILDER has incorporated into the Project certain material, equipment, appliances, and goods that have been manufactured and or furnished by third party vendors, supply houses, distributors, and manufacturers ("Products"). BUILDER hereby assigns (to the extent they are assignable) and conveys to BUYER all manufacturers' and suppliers' warranties, together with operating instructions, if available, on such Products.
- II. In the event a Product proves to be defective BUILDER shall use its best efforts to contact the supplier or manufacture and receive a free replacement. BUILDER shall then within a reasonable time reinstall that new Product without charge.
- III. If BUILDER did not manufacture such Products, then such Product itself is not a Covered Defect. BUILDER warrants only its services and workmanship for the duration of this 1-year Limited Warranty but does not warrant or guarantee the Products themselves. BUILDER shall not be liable for dangerous products, design defects in products or defective warnings. BUYER's sole remedy for defective Products, other than the obligation of BUILDER to lend assistance in settling any claim resulting from defects in these Products, is against such third-party vendors and their warranties, if any. This limitation still applies and a warranty is not deemed to exist between BUILDER and BUYER even if BUILDER has furnished BUYER with product brochures, literature, or samples.

HOW TO OBTAIN SERVICE

- I. If a Covered Defect occurs during the Term of the Limited Warranty period, BUYER shall notify BUILDER in writing (email with pictures) of the specific Covered Defect to WARRANTY@ALDANACONTRACTINGFL.COM BUYER shall give such notice promptly after first discovering the condition. BUILDER will begin performing the obligations under this Limited Warranty within a reasonable time of receipt of such a request and will diligently pursue these obligations. Service / Warranty will not be handled over the phone.
- II. If a Covered Defect occurs during the Term of the Limited Warranty period in a home occupied by a Tenant, BUYER or BUYER's property management company shall notify BUILDER in writing (email with pictures) of the specific Covered Defect to WARRANTY@ALDANACONTRACTINGFL.COM BUILDER will begin performing the obligations under this Limited Warranty within a reasonable time of receipt of such a request and will diligently pursue these obligations. Service / Warranty will not be handled over the phone. BUYER or BUYER'S property management company shall be responsible to schedule and coordinate all Covered Defect work with BUILDER. BUILDER shall not communicate with Tenants.
- III. Repair work will be done during BUILDER's normal working hours, except where delay will cause additional damage. The work will be done either by BUILDER's crew or whatever competent workmen or subcontractors are designated by BUILDER. Emergency items are considered to be working AC/HVAC and running water. BUYER may contact the subcontractors directly on the emergency phone line/email. The well company places their sticker with phone number on pressure tank and HVAC Company places sticker on garage HVAC unit.
- IV. BUYER also agrees to provide the presence (during the work) of a responsible adult with the authority to approve the repair and sign an acceptance of repair on completion. In addition, the BUYER shall reasonably provide access to the property during normal working hours for making repairs, failure to do so will relieve the Builder from its obligations under this Warranty.

- V. The BUILDER reserves the right to use its judgment in determining the most appropriate method of repairing Covered Defects. The BUILDER's offer to resolve an issue which is not a Covered Defect under this Limited Warranty does not create the responsibility to provide the resolution in another situation for an issue which is not a Covered Defect under this Limited Warranty. Actions taken to cure Covered Defects will not extend the period of coverage specified in this Limited Warranty or any applicable statutes of limitation or repose except as herein specifically set forth.
- VI. BUILDER has sole discretion as between repair or replacement of a Covered Defect. All efforts shall be made for a reasonable match in the event the original item is no longer available but in no event is BUILDER liable for any additional damages, costs or expenses if an exact match is no longer available.

REMEDIES

- I. With respect to any claim asserted by BUYER, it is understood there is no right to recover or request compensation for: incidental, indirect, special, consequential, secondary, or punitive damages; loss of use; diminution in value; rental costs; moving costs; delay in occupancy; construction, mortgage, loan, or line of credit interest charges; mortgage interest rate increases; lost profits or income; medical costs; damages for mental distress, aggravation, personal injury; or pain and suffering.
- II. BUYER should notify BUILDER within a reasonable period after first knowledge of a Covered Defects, not to exceed 20 days and in any event within the Term of this Limited Warranty. To be covered, the physical signs of the Covered Defects must be observable and have started to cause damage before the one-year period expires.
- III. The benefits included in this 1-Year Limited Warranty are only available when service is requested according to the procedures established herein.

WARRANTY EXCLUSIONS- WHAT IS NOT COVERED

BUILDER **EXCLUDES** FROM THIS LIMITED WARRANTY AND BUYER SPECIFICALLY WAIVES ANY CLAIMS UNDER ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING HABITABILITY, FOR THE FOLLOWING:

1. Loss, damage or defects caused or made worse by the failure to maintain any item in accordance with instructions furnished at the time of installation or reasonable usage or to otherwise keep it in good working order.
2. Loss, damage or defects resulting or made worse by: any party driving over the system, activities of animals or livestock, vegetation growth of any kind including trees and roots, structures constructed over any portion of the system, fire, freezing, storms, water runoff, electrical malfunction or surge, lightening, earthquake, hurricane, pest damage, acts of God, or other unforeseen causes or accidents.
3. Loss, damage or defects resulting from or made worse by, but not limited to the following: Changes in the grading, foreign objects, non-biodegradable items, household hazardous waste, household cleaners and toxics, lack of inspections, overloading the system, garbage disposal use, water purification system, misuse or abuse by any person; ordinary wear and tear, normal deterioration; or problems caused by lack of maintenance (Example: not pumping tank regularly).
4. Loss, damage or defects resulting from any item furnished, installed, modified, serviced, altered, or repaired by you or any other person other than BUILDER.
5. Loss, damage or defects resulting from problems which arise in an attempt to match existing materials. There are limitations inherent in the matching of existing materials such as pumps, control panels, infiltrators, and the like. Exact duplication in matching material configuration, brand, make, model, size, texture, and color cannot be guaranteed. Variations within industry tolerances

will be considered acceptable.

6. Loss, damage or defects resulting from any service or work provided BUILDER that was not described in the invoice or did not directly relate to the work performed in accordance with the invoiced description.
7. Loss, damage or defects resulting from any changes, alterations, or additions made to the home by anyone other than the BUILDER or its agents or subcontractors after the Limited Warranty commencement date.
8. Damage due to ordinary wear and tear, or abusive use or misuses;
9. Defects which are the results of characteristics common to the material used, such as, but not limited to:
 - a) Warping and deflection of wood;
 - b) Fading, chalking and checking of paint due to sunlight;
 - c) Cracks due to drying and curing of concrete, stucco, plaster, bricks and masonry;
 - d) Drying, shrinking and cracking of caulking and weather stripping;
 - e) Loss or injury caused in any way by the elements;
 - f) Conditions resulting from condensation on, or expansion or contraction of materials;
 - g) Paint over newly plastered interior walls.
 - e) Any claims that are within industry tolerances or standards as established by National Association of Home Builders (NAHB)
 - f) Any claims arising from any product, e.g., air conditioning, heating, appliances etc. that is covered by an independent warranty from the manufacturer.
 - g) **Mold, which is naturally occurring growth that may have adverse health consequences and which requires certain preventive and proper maintenance by the BUYER. Therefore, BUILDER assumes no liability for any harm or damages to individuals or property arising as a result of mold unrelated to construction defects.**
10. Any loss or damage which is not a Covered Defect.
11. Any living organism such as sod or landscaping.
12. Water quality

PUNCH LIST

I. During the thirty (30) day period following the issuance of the Certificate of Occupancy the BUILDER agrees that, upon receipt of a request for service, BUILDER will make an inspection of your building with you, and will repair or replace, whichever BUILDER determines appropriate, without charge, any defects in workmanship or materials in, and will adjust where necessary, the following items:

- a) doors, including hardware;
- b) windows or jalousies;
- c) electric switches, receptacles and fixtures;
- d) caulking around exterior openings;
- e) plumbing fixtures;
- f) cabinet doors, hinges and hardware;
- g) any other items which would normally be deemed "punch list" items or item a minor nature requiring repair.

II. Any items of the above not brought to the attention of the BUILDER within the thirty (30) day period therein listed shall be deemed waived. Pictures should be sent via email to WARRANTY@ALDANACONTRACTINGFL.COM Warranty / Service work is not handled over the

phone. It is specifically agreed that the BUYER will make every effort to review all portions of the building within the thirty (30) day period and bring those items to the attention of the BUILDER. If such items are not brought to the attention of the BUILDER it will be conclusively presumed that they occurred after the completion of construction. The BUILDER reserves the right to require the BUYER to present one (1) punch list at or near the conclusion of the thirty (30) day period rather than present any individual item of defect on an individual basis. This will allow the BUILDER to come out at one time and resolve all problems brought to his attention rather than come out on a separate basis for each individual problem.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALDANA CONTRACTING LLC. IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, SPECIFICALLY INCLUDING NEGLIGENCE, SUCH AS, BUT NOT LIMITED TO, LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY OTHER INDIRECT OR CONSEQUENTIAL LOSS, COSTS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY.

COMPLETE AGREEMENT

This Limited Warranty constitutes the entire integrated agreement and understanding of the parties as to any causes of action for losses, expenses, or damages under warranty, workmanship, or construction material/product defect issues, and supersedes as well as preempts any oral statements or representations by BUILDER or its agents, before or after signing the contract.

BUILDER :

ALDANA CONTRACTING LLC :



TRAVIS ALDANA as Authorized Agent

BUYER:

(BUYER's signature)

PHONE # _____

EMAIL _____