

Fowler Homes

A James W. Fowler Affiliate

Limited Express Warranty

Workmanship or Materials

The said Improvement and any improvements constructed by Contractor are covered by limited express warranties as follows: All labor has been performed in a good and workmanlike manner in compliance with the plans, specifications, change orders, and the applicable building code and, when applicable, FHA or VA standards. Contractor will make, at Contractor's expense, repairs and/or replacements due to defective materials or workmanship, if notice of such is given in writing to Contractor within one (1) year from the date of occupancy by Purchaser. The repairs and/or replacements will be made by Contractor within a reasonable amount of time after Contractor's receipt of the Purchaser's written notice of the defective materials or workmanship.

Limitations

The warranties herein shall not apply to damages or defects as a result of ordinary wear and tear, natural disaster, changes made to grade elevation or structure by Purchaser, or any negligent acts of Purchaser. No other warranties, express or implied, are given, including, but not limited to, a warranty of fitness for habitation, quality or conditions, except as expressly given herein. The provisions of this Section shall survive the closing, but does not extend to any subsequent purchaser of the said Improvement, or to any other person or entity. The warranty contained herein shall extend for a period of one (1) year from the Closing Date.

This warranty does not cover any appliance, piece of equipment or other item which is a consumer product for the purposes of the Magnuson-Moss Warranty Act (15 U.S.C. Sec. 2301 through 2312). The Contractor hereby assigns to the Purchaser all rights under manufacturer's warranties on all appliances and items of equipment included in the said Improvement.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY EXTENDED TO PURCHASER BY CONTRACTOR. ANY ITEM AND CONDITIONS NOT SPECIFICALLY COVERED BY THIS WARRANTY ARE EXCLUDED FROM COVERAGE AND ARE THE RESPONSIBILITY OF PURCHASER. IT IS EXPRESSLY UNDERSTOOD THAT THIS LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND HABITABILITY. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY DAMAGES (CONSEQUENTIAL OR OTHERWISE) ARISING FROM ANY DEFECT IN ANY ITEM COVERED HEREUNDER. THIS WARRANTY GIVES SPECIFIC LEGAL RIGHTS, AND MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Non-Warranted Items

The Contractor shall not warrant the material or labor for the following items, because of the natural characteristics of new construction, including but not limited to, expansion and contraction caused by weather, temperature, and natural settling. The items not warranted by the Contractor are as follows:



Where dreams are built.

- ❖ Infiltration of radon gas.
- ❖ Survival of any uncut trees on building site.
- ❖ Maintenance work of any kind.
- ❖ Discoloration of brick stone or stucco type exteriors.
- ❖ Grading due to settlement of backfill.
- ❖ Utilities installed by developer or utility companies.
- ❖ Presence or any damage from insects, birds or rodents.
- ❖ Outside sillcocks or any other hose connection.
- ❖ Glass breakage.
- ❖ Defects in materials and workmanship supplied by anyone other than the Contractor or its employees agents, or subcontractors.
- ❖ Damage due to the abuse or neglect of the Purchaser or the Purchaser's failure to provide for proper maintenance.
- ❖ Changes in the level of the underground water table which were not reasonably foreseeable at the time of the construction.
- ❖ Soil movement which was not reasonably predictable at the time of construction.

Cosmetic damage to the following items, unless such damage results from the negligence of Contractor and/or its subcontractors:

- ❖ sinks, tubs and plumbing fixtures;
- ❖ counter tops and cabinet doors;
- ❖ light fixtures, mirrors, and glass;
- ❖ windows and screens;
- ❖ tile, carpet, hardwood and resilient flooring;
- ❖ doors, trim and hardware;
- ❖ finish on appliances;
- ❖ exterior hardware;
- ❖ Concrete cracking