

# Bay View Builders

## LIMITED WARRANTY

**\*\*\*Note: This Limited Warranty specifically excludes sequential and incidental damages and there are limitations in the duration of implied warranties. \*\*\***

### **1. TERM OF COVERAGES**

The terms of the various coverages of this limited warranty begin on the date on which the occupancy permit is issued. That date is referred to in this document as the "date of possession."

### **2. COVERAGES**

1. Structure: For a period of ONE YEAR after the date of possession, the floors, ceilings, walls, and other structural components of the House, which are not covered by other parts of the Limited Warranty, will be free of substantial defects in materials or workmanship.
2. Systems: 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 material or workmanship.
3. Roof: For a period of ONE YEAR after the date of possession the roof will be free of leaks caused by defects in material or workmanship.
4. Other: For a period of ONE YEAR 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.

### **3. MANUFACTURER'S WARRANTIES**

We hereby pass through and assign directly to you any and all manufacturers' warranties on all appliances and equipment supplied by us in the Unit. The following is a partial list of examples of such equipment and appliances: Stove, dishwasher, garbage disposal, or heater (all only where applicable to and included in the sale of the particular House).

As part of the pass-through of these or any other manufacturers' warranties on equipment or appliances included in the purchase of this House, we must state that such warranties may include a specific procedure which must be followed to make that warranty effective. The procedure may require notification or requirement that you mail a warranty card to the manufacturer.

Your failure to register or mail such a warranty card according to any manufacturer's requirement shall not create any liability on us 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.

### **4. EXCLUSIONS FROM COVERAGE**

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

- (1) Defects in appliances or pieces of equipment which 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 House or its component parts or systems.
- (3) 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, plaster, brick or masonry due to the drying and curing of these materials; and drying, shrinking and cracking of caulking and weather-stripping.
- (4) Defects in items installed by you or anyone other than by us or our subcontractors at our order.
- (5) Work done by you or anyone other than by us or our subcontractors at our order.
- (6) Defects in items supplied by you.
- (7) Loss or injury due to the elements.

- (8) Conditions resulting from condensation on, or expansion or contraction of, materials.
- (9) Cracks in driveway and walkway pavements.
- (10) Landscaping.
- (11) Consequential or incidental damages.
- (12) Water seepage into the home resulting from higher than average levels of precipitation or water built-up deemed to be more than two (2) inches of rain in any one (1) twenty-four (24) hour period

*\*\*\* (SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY, NOT APPLY TO YOU),\*\*\**

## **5. IMPLIED WARRANTIES**

All implied warranties including, but not limited to warranties of merchantability, fitness for a particular purpose, and habitability, with respect to the real estate, are limited to the warranty periods as set forth above,

*\*\*\* (SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU),\*\*\**

## **6. NO OTHER WARRANTIES**

This Limited Warranty is the only expressed warranty we give. \*\*\*

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE. \*\*\*

## **7. CLAIMS PROCEDURE**

Notice. If a defect should appear which you think is covered by this Limited Warranty, you must notify us promptly in writing at the address appearing at the end of this document. Describe the defect briefly and tell us when you will be at home so that we can schedule service calls appropriately. If delay will cause additional damage (i.e., if a pipe burst), telephone. Only emergency reports will be taken by phone.

Repairs. Upon receipt of your written report of a defect, if the defective items are covered by this Limited Warranty, we will repair or replace them at no charge to you within sixty (60) days (longer if weather conditions, labor problems or materials shortages cause delays). The work will be done by us, or by subcontractors chosen by us. The choice between repair and replacement is ours.

## **8. 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.