

# 2013 Exclusive Lifetime Limited Structural Warranty Certificate

Lindal Cedar Homes, Inc. (Lindal) warrants against major structural defects occurring during the lifetime of the Customer once the home has been completed and has passed local inspection for occupancy. This warranty is subject to Customer's payment of a deductible per warranty claim and the other conditions noted below and on the reverse side of this Certificate.

Warranty Number \_\_\_\_\_ Delivery Date \_\_\_\_\_ Completion Date \_\_\_\_\_

Name of Customer \_\_\_\_\_

Delivery Address \_\_\_\_\_

Postal Address, if different \_\_\_\_\_

Name & Address of Lindal dealer who sold home to Customer \_\_\_\_\_

Purchase price paid for Lindal package \_\_\_\_\_  
(Exclusive of land, freight, construction, tax and improvements.)

Model Name \_\_\_\_\_ Personalized plan Yes \_\_\_\_\_ No \_\_\_\_\_

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Definition of Major Structural Defect.** "Major structural defect" means damage to the actual load bearing posts, beams, timbers and framing that vitally affects the use of the home for habitation. Damage to non-load bearing parts of the home, such as roof shingles and sheathing, dry wall, exterior siding, subfloor and flooring materials, wall coverings, porches, decks, paint, doors, windows, trim, cabinets, hardware, insulation, plumbing, electrical and heating systems, are not included within the definition of major structural defect.

**Exclusions.** This warranty does not cover major structural defects caused by (1) foundation failure, soil settling, erosion of soil or other site conditions; (2) failure of any materials or designs not supplied by Lindal; (3) fire, explosion, earthquake, earth movement, windstorm, collision of vehicles, breakage of glass, missiles, falling objects, lightening, nuclear contamination, termites, freezing, hail, flood, water escape, malicious mischief, vandalism, riot, civil disturbance or act of God; (4) changes, deviations or substitutions from the design and materials provided by Lindal (even if authorized or undertaken by dealer) unless they were pre-approved by Lindal in writing; (5) improper handling or storage of Lindal-provided materials and (6) faulty workmanship by builder or its subcontractors.

**Extent of Warranty Obligations.** Lindal's total obligation under this warranty is limited to the reimbursement for the reasonable cost of repair or replacement of all major structural defects up to a maximum amount equal to one half the purchase price noted above. Lindal shall be liable only for damages that are probable and reasonably foreseeable at the time of the purchase. Lindal shall have no responsibility or liability for remote, speculative or indirect damages, including business interruption losses, loss of time, loss of use, inconvenience, property damage or bodily injury to persons from failure of any parts of the home, including ambient atmospheric conditions, any discomforts, illness, inconvenience or other potential or actual health hazards caused by odors, fumes, airborne particles, effects of construction materials or bonding materials and insulation. This warranty provides no coverage for damage to plumbing fixtures, heating equipment, appliances, bedding, draperies, furniture, floor coverings and personal items such as clothes. THIS WARRANTY AND THE MATERIALS WARRANTY SET FORTH IN THE PURCHASE AGREEMENT ARE GIVEN IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY OTHERWISE PROVIDED UNDER THE LAWS OF WASHINGTON STATE AND THE JURISDICTION IN WHICH THE HOME IS LOCATED.

**Deductible.** As this warranty is only intended to cover major claims, Customer is responsible for paying the first \$10,000 per warranty claim.

**Mortgagee Clause.** Payment of any claims direct to Customer will be made jointly to Customer and the mortgage company. The name and address of the mortgage company financing this home is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City, ST/Zip \_\_\_\_\_

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**Subrogation.** In most jurisdictions the builder is responsible for any defects occurring in the first year or longer period. Customer may be the builder. When any payment is made under this warranty, Customer shall transfer to Lindal Cedar Homes, Inc. all of Customer's rights against the builder and builder's suppliers and subcontractors. Customer shall execute and deliver any instruments and papers and do whatever else is necessary to secure such rights. Customer shall do nothing after the loss to prejudice such rights. The name and address of the builder or contractor who has contracted, or has built this home is:

Name: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**Terms of Warranty.** This warranty shall remain in effect for the lifetime of Customer as long as Customer maintains ownership of the home. If Customer transfers ownership of the home, this warranty shall terminate. This warranty shall terminate if the home is not ordinarily maintained, is abandoned, is moved from the above address, or if Customer fails to perform obligations under the purchase agreement.

**Cancellation.** Neither party may cancel this warranty.

**How to Make a Warranty Claim.** Customer must notify Lindal of a warranty claim in writing within 90 days of the date the defect becomes apparent. Such notice shall state the date on which the defect became apparent and the nature of the defect. Customer must be prepared to submit adequate documentation to support the warranty claim such as photographs, a structural engineer's analysis, repair estimates or other data as may be required in order to determine the nature and cause of problem. Upon receipt of notice of a warranty claim, Lindal will investigate the problem, will take necessary steps to correct the defect or will take other appropriate action as may be required. Notices of warranty claims must be sent to the following address:

Contact: Lindal Cedar Homes, Inc.  
Customer Services Division  
4300 S. 104th Place  
Seattle, Washington 98178  
Phone: 1-800-426-5165

To obtain the benefit of this warranty, Customer must allow Lindal sufficient time to cure a defect covered by this warranty before any other action is taken. If warranty service is unsatisfactory, Customer should contact the Supervisor of Customer Service at the above address.

**Dispute Resolution.** If a dispute arises in connection with this warranty, such dispute will be governed by the Resolution of Disputes paragraph in the Purchase Agreement.

**Activation of Lifetime Warranty.** To make this warranty effective, within one year of the delivery of the Lindal-provided materials, Customer must send Lindal this certificate completed and signed by Customer together with a copy of the completion certificate or other proof of final approval for occupancy issued by the local governing authority. Lindal will then endorse this certificate and specify the warranty commencement date which will be the date of Lindal's receipt of this certificate. Lindal will make and keep a copy of this certificate and return the original to the Customer. Warranty will take effect only once Lindal has sealed and endorsed this certificate.

Date of commencement of warranty \_\_\_\_\_.

## Warranty Endorsement.

Lindal Cedar Homes, Inc.

Per \_\_\_\_\_  
A Lindal Executive Officer

Date of Execution \_\_\_\_\_

Warranty will take effect only if a sealed and endorsed certificate is issued.

Certificate of Completion attached      Customer's Initials \_\_\_\_\_