

WORKMANSHIP WARRANTY

Congratulations on your bathroom renovation project! Only the highest quality products are used in all of our installations. With normal care, they will provide many years of trouble-free service. We shall correct, at our own expense, any defects in the work due to faulty materials and/or workmanship pursuant to this Contract for a period of **one (1) year from the date of Substantial Completion.**

The Owner shall give written notice, including photos and a copy of the invoice, of such defects within a reasonable time and in any event within the warranty period. We will convey documents or website information to Owner for any warranties by manufacturers or suppliers on individual materials, products or systems supplied under this Contract. The Contractor does not warrant labor and/or materials supplied by the Owner or the Owner's subcontractors. We shall protect the Work, the Owner's property and the property of third parties from damage occasioned by the performance of its obligations under the Contract Documents. This warranty is valid only for those named while they occupy the premises and provided normal cleaning and maintenance procedures are followed, and excludes changes due to wear, tear, normal weathering and defects that result from characteristics common to the materials used. Other limitations apply as indicated in this document. Any guarantees, warranties, understandings, or representations made by (or expressed by) any employee, subcontractor or supplier not set forth specifically in this document is not to be considered an extension of this warranty.

The following basic limitations apply to this warranty:

- 1. Warrants to the Owner that all materials and equipment incorporated in the Work will be as specified and that all work was completed in a workperson-like manner.
- 2. Except as stated in paragraph 8 below, we must be given the opportunity to repair or fix the problem prior to replacement at our sole discretion.
- 3. If the problem can be repaired so that the item or installation functions as it was originally designed to OR so that the difference in cosmetic appearance is negligible from the original and new appearance, the remedy will be to repair the problem. Complete replacement of the damaged or defective product or work will only be done if the above guidelines cannot be met.
- 4. This warranty is personal to the Owner and is valid only while the Owner occupies the property where the work was performed.
- 5. All manufacturers' warranties apply. If an item or part is warranted by the manufacturer for more than one (1) years, the extended
- warranty will govern on the material only and normal labor charges will apply.
- 6. Other Exclusions:

- a) Any work not specifically specified in the Contract Agreement.
- b) Defects that result from characteristics common to the materials used, such as (but not limited to) warping and deflection of wood; fading, chalking, and checking of paint from exposure to sunlight; drying, shrinking, peeling, molding and cracking of caulking and weather stripping.
- c) Damage resulting from ordinary wear and tear, abusive use, or lack of proper maintenance of the work.
- 7. We will give fair notice and adequate time to remedy the warranty problem with its employees or qualified subcontractors. We will schedule an inspection or repair date not later than ten days after Owner initially notifies of the problem. After inspection of the problem, we will schedule the remedy, the time for which may vary considerably depending on the problem. Owner WILL NOT be reimbursed for repairs undertaken without prior written approval.
- 8. If the warranty problem is an emergency (meaning that further damages to the home, its contents or occupants may occur without immediate remedy) AND Owner has attempted to contact all means available, Owner may make other arrangements necessary to remedy the problem. Owner must document all work completed (photos are helpful), keep all parts replaced, provide with a written invoice for the work performed, and demonstrate all efforts to contact us before resorting to other suppliers or workers. We will reimburse Owner for such emergency work to the extent it was reasonably necessary, is reasonably documented and was unavailable to perform the work.