



# Contract Document – 310

## EXPRESS LIMITED WARRANTY AGREEMENT—Exhibit "E"

This Express Limited Warranty Agreement between \_\_\_\_\_,  
Contractor, and \_\_\_\_\_, Owner(s)  
pertains to the construction of a Home at the following address:

\_\_\_\_\_,  
and is extended by the Contractor to the above-named, original Owner(s) of this property.

### 1. What is Covered by the Warranty?

The Contractor warrants that all construction related to the Home substantially conforms to the plans, specifications and change orders for this project.

Within one (1) year from the date of occupancy by the Owner(s) the Contractor will repair or replace, at the Contractor's option, any latent defective condition, not apparent or ascertainable at the time of occupancy, with the building materials or workmanship. A defective condition shall be determined and defined by the standards of construction set out in "Residential Construction Performance Guidelines", a publication of the National Association of Home Builders, current edition at the time of substantial completion. The Owner(s) agrees to accept reasonable matches in any repair or replacement in the event the specified or originally used item is no longer available.

### 2. What is Not Covered

This Express Limited Warranty Agreement does not cover the following items:

- A. Damage resulting from fires, floods, storms, accidents, or acts of God.
- B. Damage from alterations, misuse, or abuse of the covered items by any person.
- C. Damage caused by insects, mold, and other organic materials or substances, and damage resulting from the Owner(s)' failure to perform reasonable home maintenance.
- D. Damage resulting from the Owner(s)' failure to observe any operating instructions furnished by the Contractor at the time of installation.
- E. Damage resulting from a malfunction of equipment or lines of the telephone, gas, electric, or water companies.
- F. Exterior concrete steps, walks, drives, and patios separate and apart from the structure of the Home. These features can develop cracks, or can spall, caused by weather, chemicals (such as road salt), and the characteristics of the concrete itself. However, this will have no impact on the structural integrity of the Home.
- G. Any item furnished or installed by the Owner(s).
- H. These additional items, listed as follows, shall be Non-warrantable Conditions:

\_\_\_\_\_  
\_\_\_\_\_

- I. Any appliance, piece of equipment, or other item that is a consumer product for the purposes of the Magnuson-Moss Warranty Act, 15 United States Code §2301 et seq., installed or included in the Owner(s)'s property. Examples of consumer products include, but are not limited to, a dishwasher, garbage disposal, gas or electric range, range hood, refrigerator, microwave, trash compactor, garage door opener, washer, dryer, water heater, furnace, or heat pump. The only warranties for any appliance, pieces of equipment, or other item that is a consumer product for the purposes of the Magnuson Moss Act are those provided by the manufacturer.

The Contractor hereby assigns (to the extent that they are assignable) and conveys to the Owner(s) all warranties provided to the Contractor on any manufactured items that have been installed or included in the Owner(s)'s property. The Owner(s) accepts this assignment and acknowledges that the Contractor's only responsibility relating to such items is to lend assistance to the Owner(s) in settling any claim resulting from the installation of these products.

### 3. Remedies and Limitations

- A. The Owner(s) understands that the sole remedies under this Express Limited Warranty Agreement are repair and replacement, as set forth herein.
- B. With respect to any future claim whatsoever that may be asserted by the Owner(s) against the Contractor, or the Contractor's employees, the Owner(s) understands that the Owner(s) will have no right to recover, or to request compensation for, and the Contractor shall not be liable for any of the following:

- (1) Incidental, consequential, secondary, or punitive damages;
- (2) Damages for aggravation, mental anguish, emotional distress, or pain and suffering;
- (3) Attorney's fees or costs.

- C. **THE OWNER(S) UNDERSTANDS AND AGREES THAT NO IMPLIED WARRANTIES WHATSOEVER APPLY TO THE STRUCTURE OF THE HOME, OR TO ITEMS THAT ARE FUNCTIONALLY PART OF THE HOME. THE CONTRACTOR DISCLAIMS, AND THE OWNER(S) WAIVES, ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF HABITABILITY, THE IMPLIED WARRANTY OF WORKMANLIKE CONSTRUCTION, AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THESE LIMITATIONS SHALL BE ENFORCEABLE TO THE EXTENT PERMITTED BY THE LAW.**

\_\_\_\_\_  
(Owner(s)'s initials)

- D. This Warranty is personal to the original Owner(s) and does not run with the property, or the items contained in the Home. The original Owner(s) may not assign, transfer, or convey this Warranty without the prior written consent of the Contractor.

### 4. How to Obtain Service

If a problem develops during the Warranty period, the Owner(s) must notify the Contractor of the specific problem in writing delivered to the Contractor at the address specified herein. This written statement of the problem must include the Owner(s)'s name, address, telephone number, and a description of the nature of the problem. Within