

ONE YEAR WARRANTY

CAROLINA FOUNDATION SOLUTIONS, LLC

Upon total payment for services rendered, Carolina Foundation Solutions, LLC warrants all material and workmanship used in its helical tieback stabilization process for a period of one [1] year from the date of completion of the tieback stabilization work. The warranty is valid ONLY when payment for services is made within terms of the original proposal. This Warranty is transferable and assignable throughout its term among owners of the real property upon which the repaired structure is located. **The scope of this warranty shall be limited in accordance with the terms and conditions set forth below.**

Carolina Foundation Solutions, LLC represents and warrants that if at any time during the one-year coverage period the helical tiebacks fail to perform as intended, Carolina Foundation Solutions, LLC will provide free adjustments, repair, or replacement of the helical tiebacks. Failure to perform as intended occurs when the foundation within the Repair Area settles after the completion of the work provided that the settlement was caused by events other than those excluded below. This obligation to repair shall be limited to the cost of materials and workmanship. Only the area of the tieback stabilization repair work starting at the first tieback and extending to the last tieback in a given group of tiebacks (the "Repair Area") is covered by this warranty. Non-tiebacked areas spanning between groups of tiebacks and all other areas outside the Repair Area are excluded from this warranty. Warranty is void without total compliance of engineer's and CFS's recommendations. Carolina Foundation Solutions, LLC may, at its own discretion, place crack monitoring devices, equipment, and/or benchmarks on any questioned area to determine the direction or area of movement before adjusting or repairing.

Exclusions from this one-year warranty include (i) upward movement of the foundation due to soil expansion; (ii) settlement of the interior floor, slab, or foundation; (iii) any repair which is the result of consequential damages including damage to furnishings and personal property, paint or wallpaper, and rigid construction materials such as brick, mortar, sheetrock and concrete; (iv) vandalism or the intentional or negligent acts of the homeowner or a third party; (v) failure of homeowner to implement drainage and other suggestions by CFS or engineer; and (vi) damage caused by catastrophic events or acts of God such as earthquake, flood, fire, tornados, hurricanes, landslides, seismic explosions, or other casualty.

This warranty is given only for settlement of the structure in the direction (vertical or horizontal) specified in the Agreement. Warranty does not apply if Carolina Foundation Solutions, LLC is given or supplied any misinformation regarding subsurface conditions.

THE WRITTEN TERMS OF THIS ONE [1] YEAR WARRANTY, AS EXPRESSED ABOVE, REPRESENT THE ENTIRE WARRANTY OBLIGATION OF CAROLINA FOUNDATION SOLUTIONS, LLC. NO OTHER AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE OR ARE MADE BY CAROLINA FOUNDATION SOLUTIONS, LLC. THE WARRANTY STATED ABOVE IS TENDERED IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED OF EVERY NATURE WHATSOEVER.

Warranty claims must be submitted in writing, accompanied by a fully executed copy of this One [1] Year Warranty and mailed to Carolina Foundation Solutions, LLC at P.O. Box 2228, Burlington, NC 27216. Once the claim has been filed, a field representative will visit your structure to evaluate the failure and determine the applicability and eligibility for warranty repairs.

Transferable Warranty - this warranty may be transferred to the Owner's immediate transferee provided the transferee notifies the Company in writing at the address below, within 30 days of the property's transfer date. The correspondence must include a transfer fee of \$100, the original Owner's name and address, transferee's name and address, and the date of the installation. The original warranty and a copy of the original invoice are also required.

Christopher Stretch

OWNER'S NAME

1651 Rogers Pointe Ln.

PROPERTY ADDRESS

Creedmoor, NC 27522

CITY, STATE, ZIP CODE

1/10/2020

DATE WORK PERFORMED

CAROLINA FOUNDATION SOLUTIONS, LLC

P.O. BOX 2228

BURLINGTON, NC 27216

8832

INVOICE NUMBER

BY: *Chet Miller*

CHET MILLER