



September 1, 2021

Kelly Wade
3721 Dusty Ln
Raleigh, NC 27604

Thank you again for choosing Ram Jack! Please find attached any and all final documents as it relates to your project.

Limited Warranty

Pipe Pile

Foundation Solutions, LLC
DBA Ram Jack
4122 Bennett Memorial Rd Suite 304
Durham, NC 27705
License 81330

What Foundation Solutions, LLC Covers During the Warranty Period. The Foundation Solutions, LLC ("FS, LLC") Pipe Pile (aka "Pipe Pier") is a proprietary pile designed to resist vertical settlement of a load bearing structural beam within a limited area along the beam directly above the pile. The Foundation Solutions, LLC Limited Warranty ("Warranty") is that any pipe pier, which FS, LLC installs at your property, will not move downward during the warranty period.

Period of Coverage. Coverage begins upon full and timely payment of the FS, LLC installation. Coverage continues for year and terminates upon the first of the following to occur: (1) you transfer the property, (2) a person other than FS, LLC alters, works on, disturbs, or adjusts your Pipe Piles, (3) the structure is altered, creating additional loads as FS, LLC reasonably determines, (4) the present structure no longer substantially exists, or (5) the warranty period ends.

What FS, LLC Will Do Free of Charge. FS, LLC will inspect its Work, and using its discretion, adjust or replace, free of charge, any FS, LLC pipe pile, including its respective bracket if damaged, should it experience downward movement ("settlement") as shown on the Service Plan, in a good and workmanlike manner. The preceding is your sole remedy under this Warranty.

Exclusive Warranty. This Warranty supersedes all other warranties, and is offered exclusively instead of any other warranties, written, oral, expressed or implied, all of which FS, LLC disclaims.

What FS, LLC Does Not Cover

1. The Warranty does not cover any damages (direct, consequential, etc.) as a result of (1) downward movement of a pile and/or (2) adjustment or replacement of a pile. Consequential damages include, but are not limited to, damage to concrete, brick, mortar, sheetrock, wood, wallpaper, paint, fixtures, rigid materials, furnishings, personal property, and all components of a structure.
2. FS, LLC is not responsible for any movement of soil beneath the foundation/structure, and as a result, the Warranty does not cover: (1) any settlement of the foundation or floor outside the area directly above each pile, (2) any lateral ("sideways") and/or upward movement ("heaving") of the foundation or floor of the structure, and (3) any damages from movement. The Warranty does not cover any failure or defects (present or future) of the structure, including the foundation and the floor (and its substructure components, including existing piles, support joists and beams, and all wood). The Warranty only covers the downward movement of a pile and does not cover damages from any movement of the foundation, floor, structure, or its components.
3. The Warranty does not cover any costs the Owner incurs for repairs at the property without the written approval of FS, LLC. By way of example and not limitation, an Owner's repairs to the foundation, structure, components, sheetrock, engineered flooring system, plumbing, sprinkler system, flooring, cosmetic or other repairs related to the Work at the property address are not covered without written approval from the FS, LLC Operations Manager.
4. The Warranty does not cover failure from catastrophic events, caused by man or nature, or a combination of both factors. Such catastrophes may take the form of tornadoes, earthquakes, excessive wind (including hurricanes) fire, explosions, floods, storm surge, tidal waves, rain causing slope failure, failure from natural soil creep, soil collapse, slope failure, heaving, sinkholes, subsidence or similar events. Even if piles do not fail, catastrophes may cause foundation or structural movement (such as uplifting of the piles) that this Warranty does not cover.
5. The Warranty does not cover the failure of a foundation or components of a wood engineered flooring system. Concrete and wood are affected by the quality of their design, construction, components, and maintenance. Other than a FS, LLC pile providing support to a limited area of a structural beam directly above it, FS, LLC has no control over factors that affect the life of your foundation and wood flooring system, which include weather, drainage, moisture, wood destroying organisms, lack of maintenance, and similar deterioration factors.

Your Responsibilities; Allowing Us to Visit and Conduct Testing. It is your responsibility to maintain your foundation and/or crawlspace. We cannot control the weather, which may cause a slab to crack or a crawlspace to settle, causing structural issues. Crawlspaces with moisture will cause mold, rot, warping, and wood damaging organisms to invade the space. You may need to repair the exterior crack of a slab, or encapsulate and dehumidify a crawlspace. Separations between bricks, cracking or separation of wood and walls, uneven flooring, cracked tiles and decks, and stuck doors and windows, etc., are symptoms of movement.

If the soils consist of expansive clay, which are extremely sensitive to moisture changes, soil at the site may swell and shrink to a significant degree. This movement may cause substantial pressure in and around the structure, causing dramatic changes at the site so that no frame of reference exists as to relative movement, making relative elevations meaningless as when first measured.

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Since it is difficult to diagnose an issue when drainage/plumbing or other issues exist, if we make a request, you agree to repair such problems before we conduct work or further inspections. When the soils have stable amounts of moisture or other issues are repaired, you agree to allow our retained engineer and us to inspect and conduct testing at the site when favorable conditions are present, and to offer us any engineering reports.

Transfer. The Owner of this Warranty is the person named in the Agreement for Work and a or assignment is permitted only if you contact us and request the transfer paperwork within 90 days of the transfer of the property.

State Law; Disputes. This warranty gives you specific legal rights, and you may have other rights, which vary from state to state. You agree not to litigate, but to resolve all disputes related to this Agreement according to the following procedure. First, You must first enter into direct negotiations with FS, LLC, for at least six months after you meet with FS, LLC at the Site. We may extend this time by mutual agreement. If we do not settle all issues by negotiation, then except as provided above, we both agree to settle any remaining controversy or claim arising out of or relating to this contract, or the breach thereof, including the validity of this arbitration clause, by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. We both agree that any Judgment on the award that the arbitrator(s) renders is limited to an award in conformity with the law and may be entered in any court having jurisdiction hereof. The arbitrator shall not award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The parties shall arbitrate in Durham, North Carolina, and the laws of the State of North Carolina shall govern. Each party shall bear its own costs, fees and expenses of arbitration and both agree, consistent with the expedited nature of arbitration, that each party will, upon written request, promptly provide copies to the other party of all relevant documents. The parties shall bear the costs of the neutral arbitrator equally, and shall pay when invoiced, and fully paid before the award is delivered. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party is required to present evidence and legal arguments as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided above. The parties also agree that a structural engineer experienced in foundation support shall be named as arbitrator. Neither party can demand arbitration after the date when any applicable statute of limitation would bar the institution of legal or equitable proceedings based on such claim or dispute.

Contact Us. Foundation Solutions, LLC, an independent dealer, offers this Limited Warranty. In the event you require warranty work, contact FS, LLC at:

The FS, LLC Limited Warranty Is effective upon full and timely payment at Installation. If you have questions as to whether your warranty is effective, please call us.

Foundations Solutions, LLC
Attn: Warranty Claims
Address: 4122 Bennett Memorial Rd Suite 304 Durham,
NC 27705
Phone: 888.203.6750