



# HOME WARRANTY

# WARRANTY OVERVIEW

Your home warranty with Pine State Construction Group will cover any Workmanship defects for up to one year following closing your closing date and Distribution Systems defects for up to 2 years following your closing date. With this warranty, PSCG will provide a pre-closing walk-through to ensure your satisfaction of your home, as well as a 30-day walkthrough after the closing of your home and an 11-month walkthrough before your warranty terms expire to provide quality assurance during the first year of your ownership. A 6 year limited structural warranty is provided via Residential Warranty Company LLC as defined as the CSW North Carolina Warranty per the attached sample.

## WORKMANSHIP WARRANTY

Pine State Construction Group assures the quality of the craftsmanship of your home is sufficient. this warranty will set the standard for the fit, finish, and materials used during the construction of your home. Items included under the Workmanship Warranty include:

- Roof Covering
- Cabinets
- Countertops
- Door Panels
- Exterior Siding
- Hardwood Floors
- Basement Floor
- Ceramic Tile
- Drywall
- Interior Trim
- Carpet
- Fireplace

## DISTRIBUTION SYSTEMS WARRANTY

Pine State Construction Group assures that the distribution systems within your home are sufficient and safe. This warranty will set the standard for the plumbing, electrical, HVAC and/or gas systems of your home. Items included under the Distributions Systems Warranty include:

- Supply Piping
- Waste Piping
- Ductwork
- Electrical Wiring

In the event you need to file a claim with your home warranty outside of these given walk-throughs, please email [office@pinestategroup.com](mailto:office@pinestategroup.com) or utilize your Builder Portal to schedule an appointment. Any items listed above that are found to be in defect outside of the time limits defined by the warranty terms will not be eligible for coverage.

Further definition of items covered under the Workmanship Warranty and the Distribution Systems Warranty can be found in the National Home Association of Home Builder's 6th Edition Performance Guidelines.

# WALKTHROUGH CHECKLIST

Please refer to the table below to identify any areas in your home that require attention during your pre-closing, 30-day, and 11-month walkthroughs. Use a check mark for passable items, an X for items that need attention, and N/A for items that do not apply to your home. Make detailed notes at the end of the list for areas needing attention to discuss with your project manager.

| Rooms/Items       | Pre-closing | 30 day | 11 month |
|-------------------|-------------|--------|----------|
| Entryway          |             |        |          |
| Front Door        |             |        |          |
| Walls             |             |        |          |
| Ceiling           |             |        |          |
| Floors            |             |        |          |
| Windows           |             |        |          |
| HVAC/Vents        |             |        |          |
| Trim              |             |        |          |
| Electric          |             |        |          |
| -Outlets          |             |        |          |
| -Switches         |             |        |          |
| -Fixtures         |             |        |          |
| Closet            |             |        |          |
| Living Room-main  |             |        |          |
| Walls             |             |        |          |
| Ceiling           |             |        |          |
| Floors            |             |        |          |
| Windows           |             |        |          |
| HVAC/Vents        |             |        |          |
| Trim              |             |        |          |
| Electric          |             |        |          |
| -Outlets          |             |        |          |
| -Switches         |             |        |          |
| -Fixtures         |             |        |          |
| Closet            |             |        |          |
| Fireplace         |             |        |          |
| Built-in shelving |             |        |          |
| Beams             |             |        |          |
| Living Room-Den   |             |        |          |
| Walls             |             |        |          |
| Ceiling           |             |        |          |
| Floors            |             |        |          |
| Windows           |             |        |          |
| HVAC/Vents        |             |        |          |
| Trim              |             |        |          |
| Electric          |             |        |          |
| -Outlets          |             |        |          |
| -Switches         |             |        |          |
| -Fixtures         |             |        |          |
| Closet            |             |        |          |
| Fireplace         |             |        |          |
| Built-in shelving |             |        |          |
| Beams             |             |        |          |

| Rooms/Items       | Pre-closing | 30 day | 11 month |
|-------------------|-------------|--------|----------|
| Dining Room       |             |        |          |
| Doors             |             |        |          |
| Walls             |             |        |          |
| Ceiling           |             |        |          |
| Floors            |             |        |          |
| Windows           |             |        |          |
| HVAC/Vents        |             |        |          |
| Trim              |             |        |          |
| Electric          |             |        |          |
| -Outlets          |             |        |          |
| -Switches         |             |        |          |
| -Fixtures         |             |        |          |
| Closet            |             |        |          |
| Fireplace         |             |        |          |
| Built-in shelving |             |        |          |
| Beams             |             |        |          |
| Kitchen           |             |        |          |
| Doors             |             |        |          |
| Walls             |             |        |          |
| Ceiling           |             |        |          |
| Floors            |             |        |          |
| Windows           |             |        |          |
| HVAC/Vents        |             |        |          |
| Trim              |             |        |          |
| Electric          |             |        |          |
| -Outlets          |             |        |          |
| -Switches         |             |        |          |
| -Fixtures         |             |        |          |
| Closet            |             |        |          |
| Plumbing          |             |        |          |
| Cabinets          |             |        |          |
| Drawers           |             |        |          |
| Master Bedroom    |             |        |          |
| Doors             |             |        |          |
| Walls             |             |        |          |
| Ceiling           |             |        |          |
| Floors            |             |        |          |
| Windows           |             |        |          |
| HVAC/Vents        |             |        |          |
| Trim              |             |        |          |
| Electric          |             |        |          |
| -Outlets          |             |        |          |
| -Switches         |             |        |          |

| Rooms/Items       | Pre-closing | 30 day | 11 month |
|-------------------|-------------|--------|----------|
| -Fixtures         |             |        |          |
| Closet            |             |        |          |
| Fireplace         |             |        |          |
| Built-in shelving |             |        |          |
| Beams             |             |        |          |
| Master Bathroom   |             |        |          |
| Doors             |             |        |          |
| Walls             |             |        |          |
| Ceiling           |             |        |          |
| Floors            |             |        |          |
| Windows           |             |        |          |
| HVAC/Vents        |             |        |          |
| Trim              |             |        |          |
| Electric          |             |        |          |
| -Outlets          |             |        |          |
| -Switches         |             |        |          |
| -Fixtures         |             |        |          |
| Linen Closet      |             |        |          |
| Fireplace         |             |        |          |
| Built-in shelving |             |        |          |
| Beams             |             |        |          |
| Plumbing          |             |        |          |
| Grout             |             |        |          |
| Shower/Tub        |             |        |          |
| Bathroom 1        |             |        |          |
| Doors             |             |        |          |
| Walls             |             |        |          |
| Ceiling           |             |        |          |
| Floors            |             |        |          |
| Windows           |             |        |          |
| HVAC/Vents        |             |        |          |
| Trim              |             |        |          |
| Electric          |             |        |          |
| -Outlets          |             |        |          |
| -Switches         |             |        |          |
| -Fixtures         |             |        |          |
| Linen Closet      |             |        |          |
| Fireplace         |             |        |          |
| Built-in shelving |             |        |          |
| Beams             |             |        |          |
| Plumbing          |             |        |          |
| Grout             |             |        |          |
| Shower/Tub        |             |        |          |

# WALKTHROUGH CHECKLIST

| Rooms/Items       | Pre-closing | 30 day | 11 month |
|-------------------|-------------|--------|----------|
| Bathroom 2        |             |        |          |
| Doors             |             |        |          |
| Walls             |             |        |          |
| Ceiling           |             |        |          |
| Floors            |             |        |          |
| Windows           |             |        |          |
| HVAC/Vents        |             |        |          |
| Trim              |             |        |          |
| Electric          |             |        |          |
| -Outlets          |             |        |          |
| -Switches         |             |        |          |
| -Fixtures         |             |        |          |
| Built-in shelving |             |        |          |
| Beams             |             |        |          |
| Plumbing          |             |        |          |
| Grout             |             |        |          |
| Shower/Tub        |             |        |          |
| Bathroom 3        |             |        |          |
| Doors             |             |        |          |
| Walls             |             |        |          |
| Ceiling           |             |        |          |
| Floors            |             |        |          |
| Windows           |             |        |          |
| HVAC/Vents        |             |        |          |
| Trim              |             |        |          |
| Electric          |             |        |          |
| -Outlets          |             |        |          |
| -Switches         |             |        |          |
| -Fixtures         |             |        |          |
| Built-in shelving |             |        |          |
| Beams             |             |        |          |
| Plumbing          |             |        |          |
| Grout             |             |        |          |
| Shower/Tub        |             |        |          |
| Bedroom 2         |             |        |          |
| Doors             |             |        |          |
| Walls             |             |        |          |
| Ceiling           |             |        |          |
| Floors            |             |        |          |
| Windows           |             |        |          |
| HVAC/Vents        |             |        |          |
| Trim              |             |        |          |
| Electric          |             |        |          |
| -Outlets          |             |        |          |
| -Switches         |             |        |          |
| -Fixtures         |             |        |          |
| Built-in shelving |             |        |          |
| Beams             |             |        |          |

| Rooms/Items       | Pre-closing | 30 day | 11 month |
|-------------------|-------------|--------|----------|
| Bedroom 3         |             |        |          |
| Doors             |             |        |          |
| Walls             |             |        |          |
| Ceiling           |             |        |          |
| Floors            |             |        |          |
| Windows           |             |        |          |
| HVAC/Vents        |             |        |          |
| Trim              |             |        |          |
| Electric          |             |        |          |
| -Outlets          |             |        |          |
| -Switches         |             |        |          |
| -Fixtures         |             |        |          |
| Built-in shelving |             |        |          |
| Beams             |             |        |          |
| Bedroom 4         |             |        |          |
| Doors             |             |        |          |
| Walls             |             |        |          |
| Ceiling           |             |        |          |
| Floors            |             |        |          |
| Windows           |             |        |          |
| HVAC/Vents        |             |        |          |
| Trim              |             |        |          |
| Electric          |             |        |          |
| -Outlets          |             |        |          |
| -Switches         |             |        |          |
| -Fixtures         |             |        |          |
| Built-in shelving |             |        |          |
| Beams             |             |        |          |
| Bedroom Hallway   |             |        |          |
| Doors             |             |        |          |
| Walls             |             |        |          |
| Ceiling           |             |        |          |
| Floors            |             |        |          |
| Windows           |             |        |          |
| HVAC/Vents        |             |        |          |
| Trim              |             |        |          |
| Electric          |             |        |          |
| -Outlets          |             |        |          |
| -Switches         |             |        |          |
| -Fixtures         |             |        |          |
| Built-in shelving |             |        |          |
| Beams             |             |        |          |
| Staircase         |             |        |          |
| Insulation        |             |        |          |
| Utility Room      |             |        |          |
| Doors             |             |        |          |
| Walls             |             |        |          |
| Ceiling           |             |        |          |

| Rooms/Items       | Pre-closing | 30 day | 11 month |
|-------------------|-------------|--------|----------|
| Floors            |             |        |          |
| Windows           |             |        |          |
| HVAC/Vents        |             |        |          |
| Trim              |             |        |          |
| Electric          |             |        |          |
| -Outlets          |             |        |          |
| -Switches         |             |        |          |
| -Fixtures         |             |        |          |
| Closet            |             |        |          |
| Gas               |             |        |          |
| Plumbing          |             |        |          |
| Cabinets/Shelving |             |        |          |
| Garage            |             |        |          |
| Walls             |             |        |          |
| Ceiling           |             |        |          |
| Slab              |             |        |          |
| Windows           |             |        |          |
| Electric          |             |        |          |
| Water Heater      |             |        |          |
| Staircase         |             |        |          |
| Fuse Box          |             |        |          |
| Exterior          |             |        |          |
| Paint             |             |        |          |
| Cornice           |             |        |          |
| Gutters           |             |        |          |
| Spl Bibs          |             |        |          |
| Shingles          |             |        |          |
| Vent Pipe         |             |        |          |
| Roof Jacks        |             |        |          |
| Brick             |             |        |          |
| Planting          |             |        |          |
| Grading           |             |        |          |
| Clean Outs        |             |        |          |
| Suk Ut Lines      |             |        |          |
| Chimney           |             |        |          |
| Extra Grading     |             |        |          |
| Water Meter       |             |        |          |
| Electric Meter    |             |        |          |
| Phone Conduit     |             |        |          |
| Sliding door      |             |        |          |
| Electric          |             |        |          |
| Doorbell          |             |        |          |
| Porch Light       |             |        |          |
| Patio Light       |             |        |          |
| Spotlight         |             |        |          |
| AC Unit           |             |        |          |
| AC Drain          |             |        |          |
| Spigots           |             |        |          |

# APPLIANCE WARRANTY INFORMATION

Once you register your appliances with their manufacturer, please use this form to log each appliance's respective warranty information.

| System/Appliance                 | Manufacturer | Model | Serial Number | MFR. Warranty Effective Dates |
|----------------------------------|--------------|-------|---------------|-------------------------------|
| Air Conditioning                 |              |       |               |                               |
| Heating                          |              |       |               |                               |
| Intercom/Sound System            |              |       |               |                               |
| Security                         |              |       |               |                               |
| Septic                           |              |       |               |                               |
| Water Well Mechanical            |              |       |               |                               |
| Microwave                        |              |       |               |                               |
| Laundry Washer                   |              |       |               |                               |
| Laundry Dryer                    |              |       |               |                               |
| Dishwasher                       |              |       |               |                               |
| Doorbell                         |              |       |               |                               |
| Fire/Smoke Alarms                |              |       |               |                               |
| Fans (attic, ceiling, exhaust)   |              |       |               |                               |
| Garage Door Opener               |              |       |               |                               |
| Oven                             |              |       |               |                               |
| Plumbing Fixtures                |              |       |               |                               |
| Range                            |              |       |               |                               |
| Refrigerator                     |              |       |               |                               |
| Trash Compactor/in sink disposal |              |       |               |                               |
| Water Heater                     |              |       |               |                               |
| Cooktop                          |              |       |               |                               |

# ACKNOWLEDGEMENT OF WARRANTY COVERAGE

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DATE

---

LOT

BLOCK

SUBDIVISION

---

STREET ADDRESS

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HOME BUYER(S) NAME(S)

My project manager and/or agent has completed a pre-closing quality assurance walkthrough with me and has explained each item listed below. During the pre-closing quality assurance walkthrough, I addressed any and all items on the walkthrough checklist that needed attention. Aside from the items listed below, I am satisfied with the quality of material and craftsmanship of my home and consider my home to be acceptably completed.

Initial the below lines to indicate acknowledgement and understanding of the following statements:

\_\_\_\_\_: Landscaping has been reviewed, and it is understood that it is not covered by the home warranty.

\_\_\_\_\_: Driveways, walkways, and patios have been reviewed, and it is understood that these items are not covered by the home warranty.

\_\_\_\_\_: Grading and Swales have been reviewed, and it is understood that these items are not covered by the home warranty.

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HOME BUYER(S) SIGNATURE(S)

---

ADDRESS

# PRE-CLOSING WALKTHROUGH DISCLOSURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LOT

\_\_\_\_\_  
BLOCK

\_\_\_\_\_  
SUBDIVISION

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
HOME BUYER(S) NAME

THE BELOW ITEMS WILL BE ADDRESSED BY PSCG PRIOR TO CLOSING:

| LOCATION | DESCRIPTION |
|----------|-------------|
|          |             |
|          |             |
|          |             |
|          |             |
|          |             |
|          |             |
|          |             |
|          |             |
|          |             |
|          |             |
|          |             |

\_\_\_\_\_  
HOME BUYER(S) SIGNATURE

\_\_\_\_\_  
PSCG REPRESENTATIVE SIGNATURE

\_\_\_\_\_  
DATE

# 30-DAY WARRANTY WALKTHROUGH DISCLOSURE

\_\_\_\_\_  
TODAY'S DATE

\_\_\_\_\_  
HOMEOWNER'S NAME(S)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PRIMARY PHONE NUMBER

\_\_\_\_\_  
ALTERNATE PHONE NUMBER

\_\_\_\_\_  
CLOSING DATE

ACCESS TO YOUR HOME(PLEASE MARK ONE)

☐ I WILL BE PRESENT FOR SCHEDULED APPOINTMENT

☐ A KEY WILL BE AVAILABLE FOR ACCESS

THE BELOW ITEMS ARE WARRANTABLE ITEMS YOU BELIEVE PSCG SHOULD BE RESPONSIBLE FOR AND ARE NOT HOMEOWNER MAINTENANCE ITEMS:

| ITEMS NEEDING REPAIR | WARRANTY<br>ITEM                 | HOMEOWNER<br>MAINTENANCE | TO BE<br>INVESTIGATED |
|----------------------|----------------------------------|--------------------------|-----------------------|
| BE SPECIFIC          | INSPECTOR WILL CHECK BOXES BELOW |                          |                       |
|                      |                                  |                          |                       |
|                      |                                  |                          |                       |
|                      |                                  |                          |                       |
|                      |                                  |                          |                       |
|                      |                                  |                          |                       |
|                      |                                  |                          |                       |
|                      |                                  |                          |                       |
|                      |                                  |                          |                       |
|                      |                                  |                          |                       |

**I ACKNOWLEDGE THAT THE ABOVE WARRANTABLE ITEMS HAVE BEEN ADDRESSED AND SERVICE HAS BEEN COMPLETED BY PSCG:**

\_\_\_\_\_  
HOMEOWNER'S SIGNATURE(S)

\_\_\_\_\_  
PSCG REPRESENTATIVE

\_\_\_\_\_  
DATE OF COMPLETION

# 11-MONTH WARRANTY WALKTHROUGH DISCLOSURE

\_\_\_\_\_  
TODAY'S DATE

\_\_\_\_\_  
HOMEOWNER'S NAME(S)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PRIMARY PHONE NUMBER

\_\_\_\_\_  
ALTERNATE PHONE NUMBER

\_\_\_\_\_  
CLOSING DATE

ACCESS TO YOUR HOME(PLEASE MARK ONE)

☐ I WILL BE PRESENT FOR SCHEDULED APPOINTMENT

☐ A KEY WILL BE AVAILABLE FOR ACCESS

THE BELOW ITEMS ARE WARRANTABLE ITEMS YOU BELIEVE PSCG SHOULD BE RESPONSIBLE FOR AND ARE NOT HOMEOWNER MAINTENANCE ITEMS:

| ITEMS NEEDING REPAIR | WARRANTY<br>ITEM                 | HOMEOWNER<br>MAINTENANCE | TO BE<br>INVESTIGATED |
|----------------------|----------------------------------|--------------------------|-----------------------|
| BE SPECIFIC          | INSPECTOR WILL CHECK BOXES BELOW |                          |                       |
|                      |                                  |                          |                       |
|                      |                                  |                          |                       |
|                      |                                  |                          |                       |
|                      |                                  |                          |                       |
|                      |                                  |                          |                       |
|                      |                                  |                          |                       |
|                      |                                  |                          |                       |
|                      |                                  |                          |                       |
|                      |                                  |                          |                       |

**I ACKNOWLEDGE THAT THE ABOVE WARRANTABLE ITEMS HAVE BEEN ADDRESSED AND SERVICE HAS BEEN COMPLETED BY PSCG:**

\_\_\_\_\_  
HOMEOWNER'S SIGNATURE(S)

\_\_\_\_\_  
PSCG REPRESENTATIVE

\_\_\_\_\_  
DATE OF COMPLETION

[illegible]

## CERTIFICATE OF ACCEPTANCE

The Owner(s) certifies that all of the terms and conditions of the Contract entered into by the Owner(s) and the Contractor for the construction of a Home at \_\_\_\_\_ ( address) have been met, and the Owner(s) and the Contractor further acknowledge and agree as follows:

1.The Home has generally been constructed according to basic plans and specifications contained in the Contract documents. The Owner(s) understands and acknowledges that each house is unique, and the Home may not exactly correspond in some respects with the plans and specifications because of changes that may have been made before or during construction. The Home may differ in some respects from the models, drawings, maps, pictures, or other depictions of a house that you may have been shown. Minor variations may exist in the outside and inside dimensions, configurations, colors, location, general appearance, and other characteristics. These changes may be attributed to a variety of events, including changes in topography, construction techniques, building codes, the availability of material, or other events.

The Owner(s) understands that the Contractor is not obligated to furnish any additional as-built plans, specifications, or drawings of the Home beyond those previously furnished.

2.The Owner(s) has inspected the Home and the Premises on which it is located. The Owner(s) has also delivered to the Contractor a written list (punchlist) identifying any workmanship or materials not conforming to the Contract plans and specifications, and/or any claimed deficiencies in workmanship or building materials, to be addressed. Except as noted on the punchlist, the Owner(s) has no objections relating to color, appearance, type or brand of equipment, dimension or size, location, breakage or cracks, or any other conditions that reasonably could have been discovered or observed by the Owner(s) during the inspection.

The Owner(s) accepts the Home and Premises as presented, and acknowledges that from now on the Owner(s) will have no future claim against the Contractor for any discoverable or observable unlisted item.

3.The Owner(s) understands that the only warranty being made by the Contractor is a warranty for latent defects as stated in the written Express Limited Warranty Agreement provided by the Contractor as part of the Contract documents. All statements, representations, promises, and warranties made by the Contractor or any agent of the Contractor are superseded by the Express Limited Warranty Agreement, and the Owner(s) is not relying on any other representations, or promises. The Owner(s) understands that the Express Limited Warranty Agreement is the sole and exclusive remedy for latent defects, and that all implied warranties, including (but not limited to) the implied warranties of habitability and workmanlike construction, have been waived and disclaimed.



4. The Owner(s) understands that in exchange for rights provided in the Express Limited Warranty Agreement, the Owner(s) will have no right to recover, or to request compensation from the Contractor for any of the following damages:
- a. Incidental, consequential, secondary, or punitive damages; or
  - b. Damages for aggravation, mental anguish, emotional distress, or pain and suffering; or
  - c. Attorneys' fees or costs
5. The Owner(s) and the Contractor agree that the procedures described in the Express Limited Warranty Agreement shall apply to all warranty claims. For any unresolved matters relating to the construction of the Home, or performance under the contract or warranty, the mediation and binding arbitration provisions described in the Contract shall apply, and shall be the sole available remedy for any unresolved dispute or claims.
6. Each provision of this certificate is separate and severable from every other provision. If any single provision is declared invalid or unenforceable, the Owner(s) and the Contractor understand that all the other provisions will still be valid and enforceable.

SEEN and AGREED:

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date



## EXPRESSED LIMITED WARRANTY AGREEMENT

This Express Limited Warranty Agreement between PINE STATE CONSTRUCTION GROUP, LLC, 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:

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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.**

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**(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 a reasonable time of receipt, the Contractor will inspect to determine if the problem is covered under this Warranty. If covered, the Contractor will perform the repair or replacement obligations under this Warranty within a reasonable time, and will diligently pursue this obligation.

Repair work will be done during the Contractor's normal working hours, except in emergency situations where delay may cause additional damage. The Owner(s) agrees to provide the Contractor or Contractor's representative access to the Home for all inspections and repairs. The Owner(s) also agrees to be present, or to have present a responsible adult with authority to authorize the repair, and to sign an acceptance-of-repair ticket upon completion.

#### **5. Where to Get Help**

For information concerning this Warranty, the Owner(s) should contact the Contractor's customer service representative:

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(name, address, phone number, fax number, e-mail address)

Any notice of claim or other document required or permitted to be delivered under this Warranty, may be sent by first class mail to these authorized individuals at their addresses listed below.

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| NAME | ADDRESS |
|------|---------|
|------|---------|

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|      |         |
|------|---------|
| NAME | ADDRESS |
|------|---------|

#### **6. The Only Warranty Given by the Contractor - Exclusive Remedy**

(a) The Owner(s) has thoroughly examined the residential property described herein that is to be conveyed; (b) the Owner(s) has received, read, and understands this Express Limited Warranty Agreement; and (c) neither the Contractor, nor the Contractor's representatives, have made any guarantees, warranties, understandings, or representations that are not set forth in this Warranty. This Warranty constitutes the exclusive remedy of all claims by the Owner(s) against the Contractor, or the Contractor's employees. The Owner(s) specifically waives the right to seek damages or to assert any claims against the Contractor, or the Contractor's employees, except as may be provided in this Express Limited Warranty Agreement.



## **7. Dispute Resolution: Mediation first - then Binding Arbitration**

Any and all Warranty disputes between the parties, shall be resolved as follows:

Either party may request mediation by giving written notice to the other. The notice shall include a brief description of the disagreement. Mediation of disputes is encouraged, but neither party shall be required to accept mediation. If an offer to mediate is accepted, the parties shall select a mutually agreed mediator, and shall schedule a mediation session as soon as reasonably possible. Mediated results are nonbinding, but the parties may reduce any mediated resolution to writing and execute it as a binding contract. The costs of mediation shall be equally divided by the parties.

Any monetary Warranty dispute between the parties that is not resolved by voluntary mediation, and that does not exceed the jurisdictional limit for small claims, shall be resolved in the small claims court for the county where the property is located. The claiming party will be responsible for filing suit in accordance with small claims procedures. The parties agree to abide by the decision of the small claims court judge.

All Warranty disputes that are not resolved by mediation or small claims litigation shall be decided by arbitration. Either party may request arbitration by giving written notice to the other. The notice shall include a brief description of the matter in dispute.

Arbitration shall be conducted in accordance with the laws of the State of North Carolina and be chosen by the Contractor with agreement by the Owner.

Should either party fail or refuse to participate in arbitration proceedings, the arbitrator shall be authorized to proceed and to render a decision based on whatever evidence may be presented. Decisions of the arbitrator shall be binding on both parties, and may not be appealed, or subject to rehearing. The costs of arbitration, and any reasonable attorneys fees and legal expenses, shall be paid in accordance with the arbitrator's decision. If, however, the arbitrator makes no such determination, the prevailing party's arbitration costs, reasonable attorneys' fees and/or additional legal expenses shall be paid by the other party. The term "prevailing party" means that party in whose favor the greater total monetary sum or more valuable equitable award is made, or in whose favor the dispute is resolved, regardless of any settlement offer.

THIS ARBITRATION CLAUSE WAS SEEN AND AGREED to by the parties. I, the Owner(s), have received a copy of Express Limited Warranty Agreement, and acknowledge having read, understood, being in agreement with its terms.

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Owner Signature

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Date

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Owner Signature

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Date

PINE STATE CONSTRUCTION GROUP

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PSCG Signature

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Date