



## LIMITED WARRANTY

### **1.0 Consequential and Incidental Damages**

Consequential and incidental damages are excluded, and the implied warranties are limited in duration.

### **2.0 Terms**

The terms of the various coverage's of this warranty begin on:

- (i) The date of final settlement or the date when the Owner first occupies the project whichever comes first; or
- (ii) The date of substantial completion (which is the date when the Work property renders it usable for the purpose(s) for which the work was intended.

### **3.0 Coverage**

The CONTRACTOR, to the extent such WORK is performed under the CONTRACT, warrants that by the standards of construction relevant in Indianapolis, Indiana for a period of one (1) year.

- 3.1 The floors, ceilings, walls, and other internal structural components of the PROJECT that are not covered by other portions of this limited warranty will be free of defects in materials or workmanship.
- 3.2 The plumbing, heating, and electric wiring systems, and other such systems (if the CONTRACTOR installed it), will be free of defects in materials or workmanship.
- 3.3 The roof will be free of leaks caused by defects in materials or workmanship.

The CONTRACTOR warrants that by the standards of construction relevant in Indianapolis, Indiana for a period of 60 days that the following items will be free of defects in materials or workmanship: doors (including hardware); windows; jalousies; electric switches, receptacles, and fixtures; caulking around exterior openings; plumbing fixtures; and cabinet work.

### **4.0 Manufacturers' Warranties**

The CONTRACTOR assigns and passes through to the OWNER (to the extent they are assignable), the manufacturers' warranties on all appliances and equipment. The following items are examples of such appliances and equipment, although not every PROJECT includes all of these items and some PROJECTS may include appliances or equipment not in this list: furnace or heat pump, ventilating fan, air-conditioner, appliances.

### **5.0 Exclusions from Coverage**

The CONTRACTOR does not assume responsibility for any of the following, all of which are excluded from the coverage of this limited warranty:

- 5.1 Consequential or incidental damages (Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitation or exclusion may not apply to you).
- 5.2 Defects in appliances and equipment that are covered by manufacturers' warranties (The CONTRACTOR has assigned these manufacturers' warranties to the OWNER to the extent they are assignable. If defects appear in these items, the OWNER should follow the procedures in these warranties).
- 5.3 Damage resulting from ordinary wear and tear, abusive use, or lack of proper maintenance of the WORK.
- 5.4 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; cracks that occurred in the drying and curing of concrete, stucco, plaster, bricks and masonry; drying, shrinking, and cracking of caulking and weather stripping.
- 5.5 Defects in items installed by the OWNER or anyone other than the CONTRACTOR or, if requested by the CONTRACTOR, by the CONTRACTOR'S subcontractors.
- 5.6 Work done by the OWNER or anyone other than the CONTRACTOR or, if requested by the CONTRACTOR by the CONTRACTOR'S subcontractors.
- 5.7 Loss or injury attributable to the elements.

5.8 Conditions resulting from condensation on expansion of, or contraction of materials.

5.9 Paint applied over newly plastered interior walls.

**6.0 No Other Warranties**

This limited warranty is the only express warranty the remodeler gives. Implied warranties, including (but no limited to) warranties of merchantability, fitness for a particular purpose, habitability, and good workmanship are limited to the warranty period (term) set forth above. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you. This limited warranty gives you specific legal rights, and you may have other rights that vary from state to state.

**7.0 Claims Procedure**

If a defect appears that the OWNER thinks is covered by this limited warranty, the OWNER must write a letter describing it to the CONTRACTOR and send it to the CONTRACTOR at the CONTRACTOR'S office address given below:

Kort Builders, Inc.  
8709 Castle Park Drive  
Indianapolis, IN 46256

The OWNER must tell the CONTRACTOR in writing what times during the day that the OWNER will be available, so that the CONTRACTOR can schedule service calls appropriately. If a delay will cause extra damage (for instance, a pipe has burst), the OWNER should telephone the builder. Only emergency reports will be taken by phone. Failure to notify the CONTRACTOR of defects covered under this limited warranty or any implied warranties relieve the CONTRACTOR of all liability for replacement, repair, and all other damages.

**8.0 Repairs**

Upon receipt of the OWNER'S written report of a defect, if the defective item is covered by this warranty, the CONTRACTOR will repair or replace it at no charge to the OWNER within sixty (60) days (longer if weather conditions, labor problems, or material shortages cause delays). The work will be done by the CONTRACTOR or subcontractors chosen by the CONTRACTOR. The CONTRACTOR has sole discretion to choose between repair and replacement.

**9.0 Not Transferable**

This limited warranty is extended to the CONTRACTOR only if the OWNER is the first user of the PROJECT. When the first user sells or assigns the PROJECT or vacates it, this limited warranty automatically terminates. It is not transferable to subsequent assignees or users.

**Customer Name**  
**Project**

(Owner)

**Kort Builders, Inc.**

(Contractor)

Date:

By:

Title:

Date: