



Congratulations on the purchase of your new home and welcome to our Great Southern Homes family!

WARRANTY REQUESTS: To obtain warranty services on your home for all warrantable items, service requests must be submitted via email ([see below list](#)). **PLEASE INCLUDE YOUR NAME, PROPERTY ADDRESS, SUBDIVISION, BEST PHONE NUMBER FOR US TO REACH YOU** AND CORRESPONDING PHOTO OF THE CONCERN.

EMERGENCIES: In an emergency, or after hours please refer to your Builder's Decal ***located underneath your kitchen sink*** and call the appropriate subcontractor directly. Also, after contacting the subcontractor, please alert Great Southern Homes about the emergency via email.

APPLIANCES: Your appliance vendor information and phone number are located on the Builder's Decal. Please make sure to have the appliance model number and serial number when you call.

HVAC: Vendor information is located on the Builder's Decal to register your system in the first **90 DAYS. IN DOING THIS, it will extend your parts warranty to 10 years. Should you choose not to register it, or it is after 90 DAYS, the parts warranty is 5 years.**

Termite Bond: Contact Rocket Pest Control to review and obtain a copy of your existing termite warranty. They can be reached at (803) 843-0818.

FIRST-YEAR COVERAGE: (*Closing 1/1/2025 – Expires 1/1/2026*) This warranty is non-transferable to any secondary buyer, specifically regarding to one-time courtesy touch-up/cosmetic items). If any defects in workmanship and materials are found during this one-year period, the concerns should be corrected under warranty. **After closing on your home there are no additional walk throughs and all requests for all items covered under this warranty must be submitted to us no later than the first week of your 11th month after closing.**

SECOND-YEAR LIMITED COVERAGE: (*Closing 1/1/2025 – Expires 1/1/2027*) The Mechanical/Deliverable Systems are covered only. This coverage essentially covers the items BEHIND THE WALLS, items we can't see but serve the system in question. Some examples: Plumbing – piping behind walls or underground. Electrical – wiring behind the walls. Does not include any products such as switches, outlets, covers or light fixtures. HVAC – Ductwork only. Manufacturers do cover some parts on these systems. Please use the Builder's Decal to contact the vendor for more information. Homeowners are responsible for service call fees and labor.

TEN-YEAR LIMITED STRUCTURAL COVERAGE: (*Closing 1/1/2025 – Expires 1/1/2035*) From date of closing, you are covered from any structural defects in your home (*this warranty is transferable to any secondary buyer). Please email warranty@greatsouthernhomes.com to document your structural concern, if we refer you to StrucSure home warranty group, please read your StrucSure warranty booklet on how to submit a structural claim.

For complete details regarding your full warranty coverage, please refer to your GSH Homeowner's Manual that is provided in your closing packet or you can email us: MIDLANDS warranty@greatsouthernhomes.com UPSTATE warrantyups@greatsouthernhomes.com COAST warrantycoast@greatsouthernhomes.com RALEIGH warrantyraleigh@greatsouthernhomes.com

Thank you and Welcome to the GSH Family!

Customer Experience & Warranty Department

NATIONAL 1-2-10 EXPRESS LIMITED WARRANTY

One-Year Workmanship/Materials
Two-Year Delivery Portion of Systems
10-Year Major Structural Defects

- RESIDENTIAL -



— ADMINISTERED BY —



STRUCSURE
HOME WARRANTY

StrucSure Home Warranty, LLC

6825 East Tennessee Avenue, Suite #410 | Denver, CO 80224 (Corporate Office)
1.877.806.8777 (toll-free) | 303.806.8688 (office) | 1.877.906.0222 (toll-free fax)

www.strucsure.com

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What Does My Warranty Cover?

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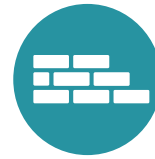
WORKMANSHIP & MATERIALS

Includes one-year coverage on items related to workmanship and/or materials under our standard 1-2-10 warranty.



WIRING, PIPING & DUCTWORK

Includes two-year coverage on items related to the electrical, plumbing, heating, cooling, ventilation, and mechanical systems under our standard 1-2-10 warranty.



STRUCTURAL COMPONENTS

Includes 10 years of coverage on major structural defects that affect the load-bearing components of a home under our standard 1-2-10-year warranty.

1, 2-YEAR WARRANTY



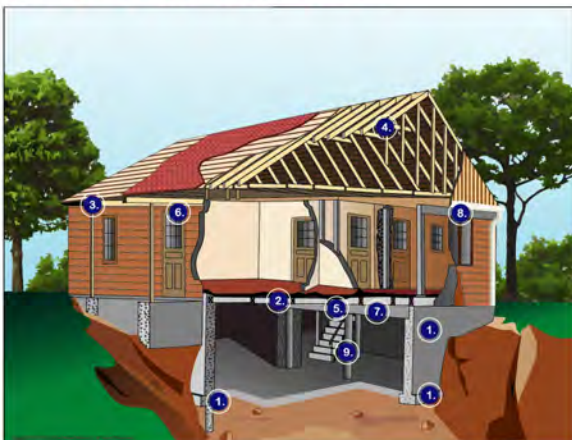
COMPONENTS COVERED UNDER THE ONE-YEAR WORKMANSHIP & MATERIALS WARRANTY*

1. Site work
2. Concrete
3. Masonry
4. Carpentry
5. Doors & windows
6. Siding & roofing
7. Finishes
8. Specialties (e.g., fireplaces)
9. Equipment (e.g., cabinets)
10. Mechanical systems (e.g., plumbing)
11. Heating, air conditioning, & ductwork
12. Electrical systems

COMPONENTS COVERED UNDER THE TWO-YEAR WIRING, PIPING, AND DUCTWORK WARRANTY*

1. Water supply system
2. Septic tank system
3. Plumbing
4. Electrical
5. Heating
6. Air conditioning

10-YEAR WARRANTY



COMPONENTS COVERED UNDER THE 10-YEAR STRUCTURAL WARRANTY

1. Foundation systems, footings, and piers
2. Floor framing systems
3. Walls and partitions
4. Roof framing systems
5. Beams
6. Headers
7. Girders
8. Lintels (other than those supporting veneers)
9. Columns (other than those designed to be cosmetic)
10. Masonry arches (other than those designed to be cosmetic)

SECTION 1: OVERVIEW OF THE STRUCSURE HOME WARRANTY EXPRESS LIMITED WARRANTY

Congratulations, Homebuyer! Your Builder is a member of the StrucSure Home Warranty program and sold You a Home that includes Express Limited Warranty protection. This Warranty booklet defines standards for the various components of a Home, the time periods, the scope of coverages, exclusions, homeowner responsibilities, and how to request warranty service and file a claim.

You may have been provided sample warranty booklets during the process of purchasing Your Home; however, Your actual Warranty booklet is assigned at closing. After Your Warranty goes into effect, You can access and download Your Warranty booklet and Certificate of Warranty Coverage via the Warranty Portal at <https://warranty.strucsure.com>. If You do not have Internet access, You can request Your warranty documents by mail.

Your Warranty will not go into effect until the signed Home Enrollment Application (HEA) and warranty payment have been received, processed, and approved by StrucSure Home Warranty, LLC.

Read this Warranty booklet in its entirety so that You may fully understand the terms and conditions. Please contact our customer service department at **1.877.806.8777** with questions or for more information.

This Warranty embodies the entire extent of the Express Limited Warranty provided to You by Your Builder, which is insurance backed. Under this Warranty, the coverage periods for the Home are as follows:

One (1) year for Workmanship/Materials,

Two (2) years for Delivery Portion of Systems (plumbing, electrical, heating, and air-conditioning delivery systems),

and

Ten (10) years for Major Structural Components of the Home.

**Please reference the schematics on page i to understand each of these different Home components.*

If it is determined by the Administrator that the Builder is unable to perform or is in default of the one (1) year Workmanship/Materials and two (2) years Delivery Portion of Systems warranty obligations, GIC shall perform, through the use of its Administrator, the Builder's warranty obligations. For Major Structural Defects, GIC, has agreed to perform, through the Administrator, the Builder's obligation for the complete 10-year warranty period. As a precondition to coverage, Defects and/or Deficiencies must occur and be reported within the Warranty Term. StrucSure Home Warranty, LLC is the warranty Administrator and not a warrantor.



SECTION 2: DEFINITIONS

Unless defined or described in this Warranty, all terms and words shall have their plain, ordinary meaning commonly used in the residential construction or home warranty industries. Whenever the first letter of a word or the first letter of all substantive words in a phrase is capitalized, that word or phrase shall have the same meaning as defined in Section 2 of this Warranty.

Administrator: StrucSure Home Warranty, LLC is the Administrator of the StrucSure Home Warranty Program and not a warrantor.

Builder: The person, corporation, partnership, or other entity that is a member of the StrucSure Home Warranty Program and is listed on the StrucSure Home Warranty HEA. The Builder is the Warrantor of this Warranty provided for the Home.

Certificate of Warranty: This is a certificate issued by the Administrator confirming that Your Builder completed the required enrollment of Your Home in the Structural Home Warranty Program and confirms the issuance of this Warranty.

Code: The International Residential Code or if the context requires, the National Electrical Code.

Common Elements: Any portion of a multi-family building that is defined as a Common Element in either common interest or ownership laws or in the declaration establishing such community that is shared between units. Common Elements may include, without limitation, hallways, roofs, exterior finishes, and electrical, plumbing, and mechanical distribution systems.

Defect/Deficiency: A condition of any item that fails to meet the Performance Standards as set forth in the Warranty.

Delivery Portion of Systems: The electrical, plumbing, and mechanical distribution systems in Your Home.

Effective Date of Warranty: For the Home, the Effective Date of Warranty is the date listed on the Certificate of Warranty. For multi-dwelling units such as condominiums, townhouses, and duplexes, the Effective Date of Warranty for Common Elements coverage is the date the first Certificate of Occupancy was issued for the building.

Express Limited Warranty: The terms and provisions contained within this Warranty booklet.

Extreme Weather Condition(s): Severe or unseasonal weather or weather phenomena that are at the extremes of the historical distribution. Weather conditions in excess of or outside of the scope of the design criteria stated or assumed for the circumstance or locale in the Code.

Golden Insurance Company, a Risk Retention Group (GIC): A Risk Retention Group (GIC): The Warranty Insurer who underwrites the StrucSure Home Warranty Program. If, in the discretion of the Administrator, it is determined that the Builder is unable to perform or in default of the one (1) year Workmanship/Material and two (2) years Delivery Portion of Systems warranty obligations, GIC shall perform, through the use of its Administrator, the Builder's warranty obligations. For Major Structural Defects, GIC has agreed to perform, through the Administrator, the Builder's obligation for the complete 10-year Warranty Term.

HEA: Home Enrollment Application.

Home: The dwelling or property as identified by the address on the HEA.

Homeowner: The person(s) listed as the Homeowner(s) on the original HEA, and who holds the legal title to the Home. Included in the definition are any subsequent purchasers who hold the legal title to the Home.

Major Structural Defect (MSD): A condition of a Structural Component as defined in Section 10 and that fails to meet the Performance Standards for Major Structural Components Under the 10-Year Structural Defect Warranty.

Performance Standard: The standard(s) to which a Home or an element or component of a Home constructed as a part of new Home construction, a material improvement, or interior renovation must perform. Performance Standards are set forth in this Warranty.

Residential Code: The requirements specified in the text of the Residential Code officially adopted by the state, city, county (or parish) in which Your Home is located.

Warranty: The Express Limited Warranty for Workmanship/Material, Delivery Portion of Systems and Major Structural Defect set forth in this StrucSure Home Warranty booklet as provided by the Builder.

Warranty Term: The period during which the one (1) year Workmanship/Material, two (2) years Delivery Portion of Systems, and ten (10) years Major Structural Defect are effective. The warranty term starts on the Effective Date of Warranty or the Effective Date of Warranty for Common Elements.

You/Your: The Homeowner(s) or Homeowner's Association if the claim involves Common Elements in a Multi-Dwelling Building.

SECTION 3: LIMIT OF LIABILITY

You have accepted the terms provided in this Warranty, and all other express or implied warranties, including any oral or written statements or representations made by Your Builder or any implied warranty of habitability, merchantability or fitness, good and workmanship, and repair are hereby disclaimed by Your Builder and hereby waived by You to the extent possible under the laws of Your state.

The Homeowner(s) agree that with respect to any loss or damage that may occur to the Home that could be or is insured against under the terms of standard fire and extended coverage insurance policies, or any other insurance, regardless of the cause or origin, such insurance and suffering said loss, hereby release the Builder, GIC, or Administrator from any and all claims with respect to such loss. **The Homeowner(s) agree that the respective insurance company shall have no right of subrogation against the Builder, GIC or Administrator on account of any such loss as all rights of subrogation are hereby waived and disclaimed.**

Subject to the provisions of this Warranty, the Builder's and GIC's total aggregate limit of financial liability under this Warranty shall not exceed the original sales price of the Home (as shown on the HEA) or \$3 million, whichever is lower. This means that every time Your Builder or GIC pays for costs of determining the existence and/or extent of a covered Defect and/or Deficiency, pays for a repair, or pays a claim, those payments are deducted from the sales price of the Home listed on the HEA (the Warranty Limit). Once that total aggregate equals the sales price of the Home on the HEA or \$3 million (**whichever is lower**), Your Warranty Limits are exhausted and there is no further warranty coverage.

The Builder's and GIC's total aggregate limit of financial liability for a multi-dwelling building shall not exceed the aggregate original sales price of each unit (as shown on the HEA) located within a single multi-dwelling building or \$3 million, whichever is lower. If the payment is for Common Elements of a multi-dwelling building, payment shall be deducted pro rata from the sales price listed on the HEA for each unit.

There is no warranty coverage for any defect, loss or claim if there is any other valid and collectible insurance. The Warranty is neither primary nor contributory to any other available insurance, whether primary, excess, contingent or any other basis. This Warranty is not Your Builder's general liability insurance. This Warranty is not a maintenance agreement, service contract, an insurance policy or homeowner's insurance.

This Warranty is separate and apart from any other contracts between You and Your Builder, including any sales agreements. It cannot be altered, affected, or amended in any manner by any other agreement except only through a formal written agreement signed by the Builder, GIC, the Administrator, and You.

This Warranty does not cover special, incidental, indirect, or consequential damages and does not reimburse parties for their attorney's fees or costs.

This Warranty does not cover latent defects that do not result in actual physical damage. This Warranty is binding on the Builder and You and Your heirs, executors, Administrators, successors, and assigns. An assignment or transfer of benefits, rights or sums payable under this Warranty is prohibited except as expressly allowed in this Warranty.

This Warranty automatically transfers to subsequent owners during the Warranty Term upon the transfer of title to the Home. There is no limit to the number of transfers during the Warranty Term or any cost as a result of such transfer(s). Each subsequent owner will be bound by (1) *all* terms of this Warranty, including, but not limited to, those regarding arbitration and (2) every act or failure to act by any past owner to the extent that the act or failure to act affects this Warranty or the rights and obligations of either party. Any release executed by You shall bind a mortgagee and any subsequent owner.

If any term, condition, or provision of this Warranty is found to be void or a violation of law or public policy by an arbitrator or court, it shall be deemed modified to the extent necessary so that it is no longer void or in violation of law or public policy. Any binding decisions that determine a part of the Warranty is void, or in violation of law or public policy, will not serve to invalidate the enforceability of any other term, condition, or provision of this Warranty.

SECTION 4: MULTI-DWELLING UNIT COVERAGE

If the Home is located within a multi-dwelling building, then the additional provisions below apply.

Clubhouses, recreational facilities, exterior structures, exterior walkways, decks, balconies, arches, or any non-residential structure(s) that are a part of the multi-dwelling unit (whether attached or not) are not covered by this Warranty. Equipment or systems that are owned by the condominium association or designated as a condominium common area are not covered. Coverage will not be provided for Common Element exterior stairways and landings, unless they are constructed entirely of metal or concrete (or in any combination of these two materials).

The Common Elements of the multi-dwelling building will be free from Workmanship/Material, Delivery Portion of Systems, and Major Structural Defects during the Common Element Warranty Term. Common Element Defects/

Deficiencies must be reported within the applicable Warranty Term. The association governing the multi-dwelling building must file the claim for Defects/Deficiencies concerning Common Elements. An investigation fee of \$300 is owed for each unit located within a building, in which a claim is being submitted for Common Elements.

Upon notice by the Builder, GIC, or the Administrator, You agree to allow access to Your Home during normal business hours for all inspections and/or repairs to Your unit, any adjacent unit or the Common Elements.

The aggregate warranty limit for a multi-dwelling building for Common Elements is the total of the remaining Warranty Limits of those dwellings within the multi-dwelling building that have a valid and unexpired Warranty. If there are one or more dwellings in the multi-dwelling building that have no valid or has an expired Warranty, then the aggregate warranty limits for Common Elements is calculated on a pro-rata basis: The aggregate of the original sale price for all dwellings within the multi-dwelling building that have a valid and unexpired Warranty divided by the aggregate original sale price for all dwellings within the multi-dwelling building.

All costs to investigate Defects/Deficiencies, repairs or pay a claim incurred by the Builder or GIC for a Common Element is deducted from remaining Warranty Limits of each dwelling in the multi-dwelling building with a valid and unexpired Warranty on a pro-rata basis: The original sales price of each dwelling in the multi-dwelling building divided by the aggregate of the original sales price of all dwellings in the multi-dwelling building.

All provisions of this Warranty apply to this Section 4. To the extent that any provisions contained outside Section 4 of this Warranty directly conflict or cannot be reconciled with the provisions contained within this Section 4, the provisions contained within this Section control.

SECTION 5: HOMEOWNER DUTIES & RESPONSIBILITIES

You have duties and responsibilities under the law and under this Warranty. This Warranty is expressly conditioned on Your full performance of duties (express or implied) relating to residential construction and the Warranty. These duties include, but are not limited to:

- You are responsible for the proper maintenance of Your Home. Regular preventative maintenance is necessary to prolong the life of the Home. Your obligation is to care for Your Home in such a way as to prevent or minimize damage to it. You should be aware that all new homes go through a period of settlement and movement. During this period, Your Home may experience some minor material shrinkage, cracking, and other events that are normal and customary.
- Maintenance of the Home and the lot on which the Home is located is essential to the proper functioning of the Home, and You are responsible for that maintenance. You are responsible for maintenance items described in this Section and those maintenance items identified separately in this warranty booklet. Additionally, You are responsible for ongoing maintenance responsibilities that affect the performance of the Home but that may not be expressly stated in this booklet. Such ongoing maintenance responsibilities include, but are not limited to:
 - Periodic repainting and resealing of finished surfaces as necessary,
 - Caulking for the life of the Home,
 - Regular maintenance of mechanical systems,
 - Regular replacement of HVAC filters,

- Cleaning and proper preservation of grading around the Home and drainage systems to allow for the proper drainage of water away from the Home, and
 - Other standard and customary maintenance repairs.
- In connection with the investigation and determination of Your claim, You may be sent a series of recommendations to be implemented. If You fail to implement the recommendations or substantiate that the recommendations were implemented, the Administrator may deny a future claim for benefits if the failure to implement the recommendations that caused or contributed to a Defect/Deficiency in the Home.
- You shall take measures to reduce/prevent swelling or shrinking soil as it can cause damage by either expanding when moisture is added or shrinking when it dries out (which can cause uplift to concrete slabs and other property damage). Best practices include, but are not limited to: maintaining adequate runoff drainage slopes; cleaning gutters and downspouts; ensuring that lawns and gardens are not over watered; properly maintaining sprinkler systems; preventing landscaping materials or plants, trees, and/or shrubs from contacting the exterior surface of the Home and from interfering with the proper drainage of water away from the foundation; positive slopes in your yard; sealing old construction joints and cracks that develop over time; inspecting concrete and walls; and repairing cracks that are found as soon as possible.
- You should not alter the proper drainage pattern or grade of the soil within ten (10) feet of the foundation so that it negatively impacts the Home's performance or fails to comply with the Residential Code.
- When a request for warranty performance is filed and the Defect/Deficiency cannot be observed under normal conditions, it is Your obligation to substantiate that the Performance Standards are violated and any costs involved.
- You have an obligation to cooperate with the mediation, inspection, and investigation of any warranty request. Your claim will be closed and the applicable Warranty Term will not be extended should You fail to cooperate or respond to requests within thirty (30) days. You agree to provide this Warranty to any subsequent purchaser of Your Home.

SECTION 6: EMERGENCY PROCEDURES

An emergency is a condition that if not immediately repaired may cause damage to the Home or a Home component, may cause danger to the Home's occupants, and/or may make the house uninhabitable.

If You have a One-Year Workmanship/Materials and/or Two-Year Delivery Portion of Systems coverage, You must contact Your Builder and the Administrator (StrucSure Home Warranty) at 1.877.806.8777 in order to receive authorization for any emergency repairs. If You are unable to contact Your Builder and the Administrator for emergency authorization, You must make minimal and temporary repairs that mitigate further damage until authorization for more extensive repairs has been approved by Your Builder and the Administrator.

If You have a Ten-Year Major Structural Defect coverage, You must contact the Administrator at 1.877.806.8777 in order to receive authorization for any emergency repairs. If You are unable to contact the Administrator for emergency authorization, You must make minimal repairs that mitigate further damage until authorization for more extensive repairs has been approved by the Administrator.

SECTION 7: EXCLUSIONS

This Warranty does NOT provide coverage for the following items listed in this Section:

- (1) Any damage, loss or costs incurred by You in connection with any of the following:
- (a) The Builder's failure to complete any or all construction of the Home including, but not limited to, compliance with the original plans and specifications, or washing or cleaning of any kind. An incomplete item is not considered a Defect/Deficiency under the Warranty; however, the Builder may be obligated to complete such items under separate agreements.
 - (b) Any condition, Defect/Deficiency You were aware of prior to the Effective Date of Warranty, whether appearing on a "walk through" or "punch" list or not.
 - (c) Any changes, modifications, additions, or improvements made to the Home after the Effective Date of Warranty.
 - (d) Driveways, detached garages, carports, outbuildings, swimming pools, tennis courts, basketball courts, recreational facilities, boundary and/or retaining walls, bulkheads (except where boundary walls, retaining walls and bulkheads are necessary for the structural stability of the Home), landscaping, sod, seeding, shrubs, trees, plantings, fences, lawn sprinkler systems, subsurface draining systems (other than footer drains), streets, sidewalks, any other appurtenant structure or attachment to the dwelling, and adjacent properties.
 - (e) Elements of the Home constructed separately from foundation of the Home including but not limited to decks, balconies, patios, porches, porch roofs, porticos, porte-cocheres, concrete floors of basements, "floating" floor slabs, except as set forth in the Performance Standards for Foundations and Slabs.
 - (f) Green Building Compliance: Any and all green building requirements, standards, certifications or otherwise are controlled by those written standards applicable to and agreed upon between the Builder and the initial owner(s), if any, after which there is no warranty or guarantee related to or concerning any such green building requirements, standards, certifications or otherwise to any subsequent owner of the property and/or improvements.
 - (g) Any loss, damage, cost, or expense that is caused, in whole or in part, by any peril or occurrence that is covered by Homeowner's insurance, from another warranty or insurance policy, or for which compensation is provided by state legislation and/or public funds.
 - (h) Sound transmission and sound proofing.
 - (i) The quality and potability of water.
 - (j) Violations of local or national residential building codes, standards, or ordinances.
 - (k) Diminution in the value of the Home, including but not limited to that amount that is equal to the fair market value of the Home with a defect compared to the Home market value without a defect or the fair market value of the Home with defect that has been repaired versus the Home without a defect ever occurring.



- (l) A Home used for nonresidential purposes.
 - (m) A Home that was subject to Foreclosure.
 - (n) Any condition that does not result in actual physical damage to the Home.
 - (o) Normal wear and tear or deterioration to any component of the Home. This includes, but is not limited to, the deterioration of concrete surfaces caused by salt, chemicals, implements, or any other any factors.
 - (p) Bodily injury or personal injury of any kind, including but not limited to physical or mental pain and suffering and emotional distress and any medical or hospital expenses.
 - (q) Costs of shelter, transportation, food, moving, storage, kenneling of animals, veterinary expenses, pet daycare, loss of use, loss of wages or profits, inconvenience, annoyance or other incidental expenses including those related to relocation during any work performed under this Warranty.
 - (r) Personal property and property that You do not own.
 - (s) Any and all exclusions set forth in the Performance Standards.
- (2) Any damage, loss or costs that is caused or made worse by any of the following causes, whether acting alone or in sequence or concurrence with any other causes or causes whatsoever:
- (a) Use of the Home that exceeds the normal design loads prescribed by local or national building Codes, Residential Codes, standards, or ordinances or the engineer of record.
 - (b) The negligence, improper maintenance, misuse, abuse, failure to follow manufacturer's recommendations, failure to take reasonable action to mitigate damage by anyone other than the Builder, or failure to take reasonable action to maintain Your Home.
 - (c) Work performed or material supplied incident to construction, modification, or repair to the Home performed by anyone other than Your Builder or persons providing work or materials at the direction of the Builder. Changes to the grading or drainage surrounding the Home made by anyone other than Your Builder or persons providing work at the direction of the Builder. This includes, but is not limited to, soil erosion or runoff caused by Your failure to maintain the Builder-established grades, changes in the grading caused by erosion, or changes in the level of the underground water table, drainage structures, devices or swales, stabilized soil, sodded, seeded or landscaped areas.
 - (d) War, nuclear hazards, contamination accidents, explosion, riot, civil commotion, terrorism, communicable disease, vandalism, malicious mischief, theft, burglary, blasting, steam or water escape, condensation, mud or mud slides, sinkholes, fire, smoke, Extreme Weather Conditions, drought, windstorm, hail, lightning, ice, snow, blizzard, hurricane, tornado, tsunami, flood, earthquake, land shock waves or tremors occurring before, during, or after volcanic eruption or by any other external cause (whether sudden or gradual), mine subsidence, faults, fissures, crevices, falling trees or other objects, or accidents involving aircraft, vehicles, or boats.
 - (e) Damage resulting directly or indirectly from water intrusion or moisture of any kind, excessive or inadequate water pressure, plumbing failure, flood, surface water, waves, tidal water, overflow of a body of water (whether wind driven or not), wetlands, springs, or aquifers. Water that backs up from sewers or drains, water below the surface of the ground (including water which exerts pressure on, seeps, or leaks under or through a Home, building, sidewalk, driveway, foundation, swimming pool, or other structure). Change in the underground water table that exerts pressure on, seeps, or leaks under the Home, sidewalk, driveway, foundation, or other structure or causes subsidence or sinkholes.

- (f) Defects, Deficiencies, or damage caused by micro-organisms, plants, fungus, decay, wet rot, dry rot, soft rot, or any other kind of rotting, mold, mildew, termites, insects, vermin, rodents, birds, wild or domestic animals, corrosion, rust, radon, radiation, formaldehyde, asbestos, any solid, liquid, or gaseous pollutant, contaminant, toxin, irritant, or carcinogenic substance, whether organic or inorganic, or an electromagnetic field or emission. This Exclusion includes any claim of health risks or inhabitability as a result of Volatile Organic Compounds (VOCs) or any of the foregoing items.
- (g) Any request for warranty performance submitted after unreasonable delay or after the expiration of the Warranty Term or failure by You to minimize or prevent loss or damage in a timely manner.

SECTION 8: WORKMANSHIP/MATERIALS & DELIVERY PORTION OF SYSTEMS COVERAGE

For one (1) year from the Effective Date of Warranty, Your Builder warrants that Your Home will be free from Deficiencies in Workmanship and Materials as defined in the Performance Standards of this Warranty. For two (2) years from the Effective Date of Warranty, Your Builder warrants that Your Home will be free from Deficiencies in the Delivery Portion of Systems (electrical, plumbing, and mechanical distribution systems) to the extent stated in the Performance Standards of this Warranty. Notwithstanding a Performance Standard stated in this Warranty, a specialty feature, which is work performed or material supplied incident to certain design elements shown on the construction plans and specifications and agreed to in writing by the Builder and the homeowner, shall be deemed to be compliant with the Performance Standards stated herein so long as all items are compliant with the Code.

For those homes located in the State of Indiana, the Workmanship/Material Term is 2 years except Workmanship/Material Term is 4 years for roofs. All other provision of the Warranty remain the same.

If an element or component of a Home is not described particularly in this booklet, the element or component shall be constructed in accordance with the applicable written agreement. If there is no agreement, the element or component shall be constructed in accordance with the usual and customary residential construction practices, or practices for similar Improvements in the geographic region shall govern and the element or component shall perform for the purpose for which it is intended for the period of the applicable warranty.

All manufactured products shall be installed by the Builder in accordance with the manufacturer's instructions and specifications. The Builder shall use only new manufactured products and parts unless otherwise agreed in writing by the parties. If the Builder does not install a manufactured product in accordance with the manufacturer's specifications or use newly manufactured parts as required, the Builder shall take such action as is necessary to bring the variance within the standard. The Builder will assign to the Homeowner, without recourse, the manufacturer's warranty for all manufactured products that are covered by a manufacturer's warranty. Any rights that inure to the Homeowner provided under a manufacturer's warranty are the obligation of the manufacturer.

The Builder does not assume any of the obligations of the manufacturer resulting from a manufacturer's warranty. In no event shall there be Builder responsibility for any manufactured product that was installed in accordance with the manufacturer's instructions and specifications. appliances, fixtures, and equipment. This includes air conditioning units, attic fans, boilers, burglar alarms, carbon monoxide detectors, ceiling fans, central vacuum systems, doorbell systems, dishwashers, dryers, electronic air cleaners, exhaust fans, fire alarms, freezers, furnaces, garage door openers, garbage disposals, gas and electric meters, heat exchangers, heat pumps, humidifi-

ers, intercoms, interior sprinkler systems, microwave ovens, oil tanks, outside lights or motion lights not attached to the Home, ranges and range hoods, refrigerators, sewage pumps, smoke detectors, solar collectors, space heaters, sump pumps, thermostats, trash compactors, washers, water pumps, water softeners, water heaters, whirlpool bathtubs, whole house fans, and similar items/appliances. In no event shall there be Builder responsibility for any denial of warranty claim or otherwise by the manufacturer.

SECTION 9: HOW TO REQUEST WARRANTY PERFORMANCE FOR A WORKMANSHIP/MATERIALS AND/OR DELIVERY PORTION OF SYSTEMS DEFECT OR DEFICIENCY

If You believe Your Home has a Defect/ Deficiency covered under this Warranty, You must notify the Builder in writing, either through e-mail or certified mail, return receipt. Text messages are not acceptable. ***Notice cannot be initiated with a phone call.***

Your written notice for warranty performance must be received by Your Builder and the Administrator no later than fifteen (15) days after the expiration of the applicable Warranty Term of one (1) year for Workmanship/Materials and two (2) years for Delivery Portion of Systems (electrical, plumbing, and mechanical distribution systems). Notice to the Builder is not notice to GIC or the Administrator. Written notice received more than fifteen (15) days after the expiration of the Warranty Term will be denied. Neither Your Builder nor GIC shall have any obligation to You under this Warranty. The time limits are a material condition of this Warranty. In addition, the Defects/Deficiencies must occur within the Warranty Term to be covered.

As for Multi-Dwelling Buildings involving Common Elements, the Homeowner's Association or its designated representative shall provide the required notice.

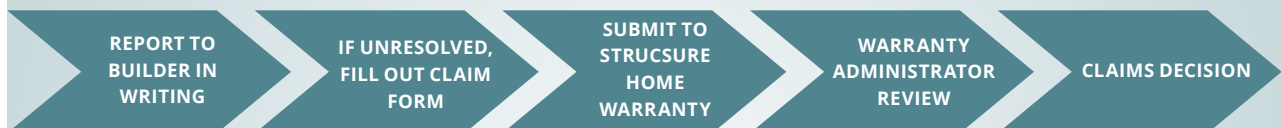
- (1) The Builder will investigate and respond to Your request within thirty (30) days of receipt notice. You must provide the Builder a reasonable opportunity to inspect Your Home during normal business hours if the Builder requests such an opportunity. **Any repairs will be made during normal business hours.**
- (2) If the Builder does not respond to Your request for warranty performance within thirty (30) days, submit the Request for Warranty Performance Form from our website at: <https://www.strucsure.com/home-owners/file-a-claim>. If mailing, complete the Request for Warranty Performance Form at the back of this booklet and send it to the Administrator: **StrucSure Home Warranty, LLC, Attn: Warranty Service Division, 6825 East Tennessee Avenue, Suite #410, Denver, CO 80224.** Such notice must be received by the Administrator no later than fifteen (15) days after the expiration of the Warranty Term.
- (3) Once Your written notice has been received, the Administrator will review Your request for warranty performance in accordance with the provisions of this Warranty. The Administrator will investigate to determine whether Your Builder is unable to arbitrate due to death, insolvency, dissolution, or any other similar reason that renders Your Builder incapable of performing its Warranty obligations or is in default. Should the Administrator determine the Builder is unable to perform or is in default of the warranty obligations under the Workmanship/Materials Warranty during year one (1) and/or Delivery Portion of Systems warranty during the first two (2) years, GIC will then, through the use of the Administrator, investigate and determine the Builder's obligation under this Warranty. In the event GIC must investigate and determine the Builder's Warranty obligations, the following conditions apply:

- You agree to provide the Administrator with any information or evidence in Your possession to support Your claim along with any inspector's, engineer's, and/or other expert's reports, photographs, videos, etc. related to and in support of Your claim. You also must provide the Administrator and GIC a reasonable opportunity to inspect Your Home (both the interior and/or exterior, as necessary) during normal business hours.
 - A \$300 non-refundable fee must be submitted. Submission of the \$300 fee does not guarantee coverage.
 - You have an obligation to cooperate with the Builder, Administrator and GIC concerning the arbitration, inspection, investigation, repair, and claim settlement. Your failure to cooperate may jeopardize Your warranty coverage.
- (4) **Alternatively,** Within thirty (30) days following the Administrator's receipt of appropriate notice of request for warranty performance, the Administrator may review and mediate Your request by communicating with You, Your Builder, and/or GIC and any other individuals or entities who the Administrator believes possess pertinent information.

If, after thirty (30) days, the Administrator has not been able to successfully mediate Your request or Your Builder has not responded or at any earlier time when the Administrator believes that You and Your Builder are at an impasse, then the Administrator will notify You that Your request has become an unresolved warranty issue and that You may proceed to arbitration.

If a request for warranty performance during years one (1) for Workmanship/Materials and years one (1) and two (2) for Delivery Portion of Systems qualifies for coverage, the Builder or GIC, as applicable, has the right to choose to repair or replace or pay the reasonable cost of repair or replacement that do not meet Performance Standards and are not excluded from coverage.

FILING A WORKMANSHIP, MATERIALS OR SYSTEMS WARRANTY SERVICE REQUEST OR CLAIM



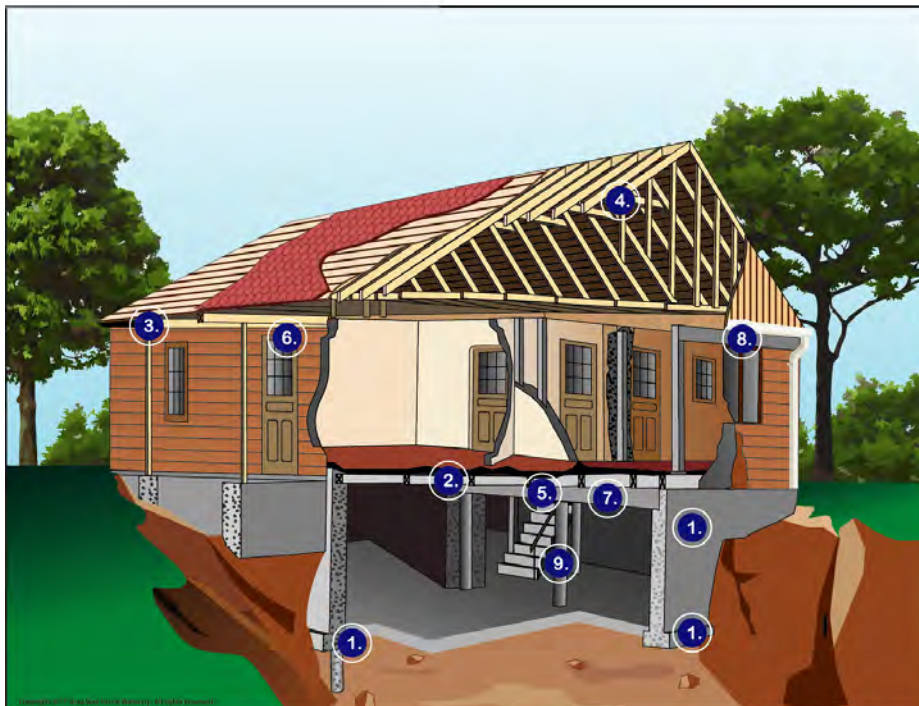
Before submitting a service request or claim, you must report the alleged defect(s) to your builder first and provide them a reasonable opportunity to address the issue(s). If unsuccessful, submit the Workmanship, Materials Or Systems Warranty Service Request Or Claim Form and attach complete written details of the defect(s) that form the basis of your claim. Be specific and include copies of any documents, pictures and any information you provided to your builder. Learn more or submit the Workmanship, Materials Or Systems Warranty Service Request Or Claim Form online at: <https://www.strucsure.com/homeowners/file-a-claim/> or E-mail to claims@strucsure.com OR Mail to **StrucSure Claims Department, 6825 E. Tennessee Ave., Suite #410, Denver, CO 80224**. Warranty Administrator will review your request and a claims decision will be determined.

SECTION 10: MAJOR STRUCTURAL DEFECT COVERAGE

This Warranty provides coverage for Major Structural Defect coverage for Ten-Years (10) from the effective date of the Warranty.

A Major Structural Defect is defined as actual physical damage to one or more of the below-designated load-bearing elements of the Home caused by failure of such load-bearing elements which affect(s) their load-bearing function(s) to the extent that the Home becomes unsafe, unsanitary, or otherwise unlivable. This is coverage for catastrophic failure of load-bearing elements of Your Home. The Major Structural Defect coverage is limited to the following designated load-bearing elements:

1. Foundation systems and footings,
2. Flooring framing systems,
3. Walls and partitions,
4. Roof framing systems,
5. Beams,
6. Headers,
7. Girders,
8. Lintels (other than those supporting veneers),
9. Columns, and
10. Masonry arches.



The following are some examples of non-load bearing elements of the Home, and **DO NOT** qualify for Major Structural Defect Coverage:

- (a) Non load-bearing partitions and walls,
- (b) Wall tile or paper, etc.,
- (c) Plaster, laths, or drywall,
- (d) Flooring and sub-flooring materials,
- (e) Brick, stucco, stone, or veneer,
- (f) Any type of exterior siding,
- (g) Roof shingles, tiles, sheathing, and tar paper,
- (h) Heating, cooling, ventilating, plumbing, electrical, and mechanical systems,
- (i) Appliances, fixtures, or items of equipment,
- (j) Doors, trim, cabinets, hardware, insulation, paint, and stains, and
- (k) Basement and other interior floating, ground-supported concrete slabs.

The repair of a qualifying Major Structural Defect under this Warranty consists of and is limited to: 1) the repair of damage to the designated load-bearing element necessary to restore its load-bearing function, 2) the repair of the non-structural components of the Home damaged by the Major Structural Defect, 3) the repair, removal, and replacement of only those surfaces, finishes, and coverings original to the Home that are damaged by the Major Structural Defect or repair.

Repair or replacement is NOT intended to restore the Home to a like new condition. If an improvement, fixture or property not constructed by the Builder is damaged or requires removal during the repair of any Warranted defect, it is Your sole responsibility, and not the responsibility of the Builder or GIC, to pay for the cost of repair or removal of such improvement, fixture or property. This Warranty does not cover special, incidental, indirect, or consequential damages and does not reimburse parties for their attorney's fees or costs.

All decisions concerning the repair of a Major Structural Defect, including, but not limited to, development and choice of a repair design (or "plan"), method of repair, execution of repairs, replacement of covered Defective items, as well as all matters pertaining to the repair or replacement of all covered damage, belong to the sole discretion of GIC. GIC also has the right to choose to repair or replace or pay the reasonable cost of repair or replacement.

SECTION 11: HOW TO REPORT A MAJOR STRUCTURAL DEFECT CLAIM

If You believe Your Home has a Major Structural Defect, You must notify the Administrator in writing, either through e-mail or certified mail, return receipt. Text message are not acceptable. *Notice cannot be initiated with a phone call.* Your written Notice of a Major Structural Defect Form must be received by the Administrator within the 10 year Warranty Term. Notice to the Builder is not notice to GIC or the Administrator. Written notice received after the expiration of the Warranty Term will be denied. Neither Your Builder nor GIC shall have any obligation to You under this Warranty. The time limit is a material condition of this Warranty. In addition, the Major Structural Defect must occur within the Warranty Term to be covered.

As for Multi-Dwelling Buildings involving Common Elements, the Homeowner's Association or its designated representative shall provide the required notice.

Submit the Notice of a Major Structural Defect Form from our website at: <https://www.strucsure.com/homeowners/file-a-claim>. If mailing, send the Notice of Major Structural Defect Form to:

StrucSure Home Warranty, LLC,
Attn: Warranty Service Division
6825 East Tennessee Avenue, Suite #410
Denver, CO 80224

In addition, there is a \$300 non-refundable processing fee which needs to be submitted with the notice and made payable to Golden Insurance Company, Risk Retention Group.

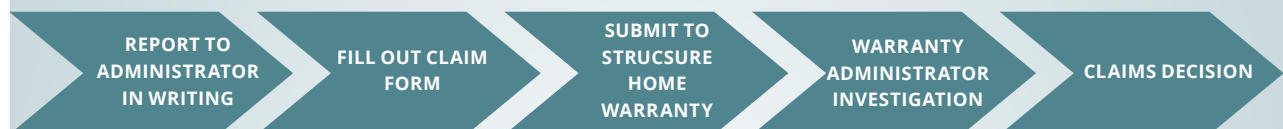
Once Your written notice has been received, the Administrator will process and investigate Your Notice of Major Structural Defect. Upon completion of the Administrator's investigation, a determination will be rendered as to whether there is a qualifying Major Structural Defect.

You agree to provide the Administrator with any information or evidence in Your possession to support Your claim along with any inspector's, engineer's, and/or other expert's reports, photographs, videos, etc. related to and in support of Your claim. You also must provide the Administrator and GIC a reasonable opportunity to inspect Your Home (both the interior and/or exterior, as necessary) during normal business hours. Your failure to cooperate may jeopardize Your warranty coverage.

In connection with the investigation and determination of your claim, You may be sent a series of recommendations to be implemented. Failure to implement the recommendations may result in a denial of a future claim for benefits if the failure to implement the recommendations caused or contributed to a Defect in the Home.

If the Administrator does not receive any communication from You within ninety (90) days following a denial of Your request for warranty performance, Your claim will be closed and the applicable Warranty Term will not be modified or extended. A closed file will require the filing of a new Notice of Major Structural Defect Form and submission of another processing fee.

FILING A MAJOR STRUCTURAL DEFECT WARRANTY CLAIM



If you believe your home has a Major Structural Defect, You must notify the Warranty Administrator in writing, either through e-mail or certified mail, return receipt. Text message are not acceptable. Notice cannot be initiated with a phone call. Your written Notice of a Major Structural Defect Form must be received by the Administrator within the 10 year Warranty Term. Notice to the Builder is not notice to GIC or the Warranty Administrator. Written notice received after the expiration of the Warranty Term will be denied.

Learn more or submit the Notice of a Major Structural Defect Form from our website at: <https://www.strucsure.com/homeowners/file-a-claim/>

SECTION 12: CONDITIONS OF WARRANTY PERFORMANCE

In order for Your Builder and GIC to carry out their responsibilities under this Warranty, access to Your Home is required from time to time. The Builder, GIC and their designees shall be allowed full access during normal business operations for testing, inspection, and repairs. Failure to provide access for more than 30 calendar days, unless mutually agreed upon, after a written request is made will void the Warranty.

Any events that cause a delay in the performance of the warranty obligations of the Builder, the Administrator, and/or GIC, and that are beyond the control of the Builder, the Administrator, and/or GIC, shall excuse the Builder, the Administrator, and/or GIC from performing until the events causing the delay are remedied. Such events include, but are not limited to, concealed or unknown conditions such as soil conditions, unavoidable accidents or circumstances, encountering hazardous materials, damage caused by a utility company, acts of God or nature, pandemic, acts of the common enemy, fire, war, riot, civil commotion or sovereign conduct, material shortages or unusual material delivery delays, abnormal adverse weather conditions not reasonably anticipated, labor disputes, acts of terrorism, government action, and/or acts or omissions by You or a person or entity not a party to this Warranty. Such delay shall operate to extend the time period for performance but shall not act to extend the term(s) of warranty coverage(s).

If the Builder or GIC, as applicable, repairs, replaces, or pays You the reasonable cost to repair or replace, the Builder or GIC, as applicable, shall be subrogated to all Your rights of recovery against any person or entity. You must sign and deliver to the Builder, and GIC a full and unconditional release, in recordable form, of all legal obligations and rights to recovery (including subrogation rights) with respect to the warranted Defects/Deficiencies, and any condition arising from the warranted items. This must occur prior to payment for the reasonable cost of repair or replacement. You must execute and deliver any and all instruments and documents, and take any and all other actions necessary to secure such rights including, but not limited to, assignment of proceeds of any other insurance or other warranties to the Builder or GIC, as applicable. You shall do nothing to prejudice these rights of subrogation.

Any repair will be finished or touched up to match the surrounding area as closely as practical but not necessarily to a like-new condition. Imperfections and variations may exist and should be expected. A repair or action bringing a variance within the standard under this warranty shall not cause the period of the applicable warranty to be extended.

The Builder or GIC, as applicable, is not responsible for exact color, texture or finish matches when replacing or repairing materials, repainting areas, or when items or materials have been discontinued. Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical. In connection with the repair of finish or surface material, such as paint, wallpaper, flooring or a hard surface, the Builder or GIC, as applicable, will match the standard and grade as closely as reasonably possible. The Builder or GIC, as applicable, will attempt to match the finish, but will not be responsible for discontinued patterns or materials, color variations, or shade variations. When the surface finish material must be replaced and the original material has been discontinued, the Builder or GIC, as applicable, is responsible for installing replacement material substantially similar in appearance to the original material. Repair or replacement is NOT intended to restore the Home to a like-new condition. Imperfections and variations may exist and should be expected. Coverage does not include refinishing of interior or exterior surfaces not damaged.

SECTION 13: DISPUTES MUST BE SUBMITTED TO ARBITRATION

Any and all claims, disputes and controversies by or between the Homeowner, the Builder, the Administrator, and/or GIC, or any combination of the foregoing arising out of, in connection with, or related to this Warranty, any alleged Defect or Deficiency in or to the subject Home or the real property on which the subject Home is situated, or the sale of the subject Home by the Builder, including, without limitation, any claim of breach of contract, negligent or intentional misrepresentation, or nondisclosure in the inducement, execution, or performance of any contract, including this arbitration agreement, breach of any alleged duty of good faith and fair dealing a violation of state, federal, or local law, statute, regulation, ordinance or rule, whether the claim must be arbitrated, or the validity and enforceability of this arbitration agreement, shall be settled by binding arbitration. Agreeing to arbitration means You are waiving Your right to a trial by a judge and/or a jury.

If an independent arbitration service cannot be mutually agreed upon by You, the Administrator, and the Builder or GIC, as applicable; then the arbitration shall be conducted by the American Arbitration Association pursuant to its Home Warranty Rules, or by DeMars & Associates, Ltd., or by Construction Dispute Resolution Services. This Warranty and arbitration provision involves and concerns interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. 1 et seq., as amended (FAA), and any rules of the independent arbitration service employed by the parties to the arbitration. Should any conflict exist between the FAA and the rules of the independent arbitration service selected, the FAA shall control.

You understand that should You submit a request for arbitration, all administrative fees of the arbitration service and fees of the arbitrator shall be allocated to the parties as provided in the rules of the arbitration service, subject to the discretion of the arbitrator to reallocate such fees in the interests of justice.

This arbitration agreement shall inure to the benefit of, and be enforceable by, the Builder's subcontractors, agents, vendors, suppliers, design professionals, Insurers, and any other person alleged to be responsible for any Defects/ Deficiencies in or to the subject Home or the real property on which the subject Home is situated. Any party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this arbitration agreement. The decision of the Arbitrator shall be final and binding and may be entered as a judgment in any State or Federal court of competent jurisdiction.

This arbitration agreement shall be deemed to be a self-executing arbitration agreement. Any disputes concerning the interpretation or the enforceability of this arbitration agreement, including, without limitation, its revocability or voidability for any cause, the scope of arbitration issues, class or collective arbitrability, and any defense based upon waiver, estoppel or laches, shall be decided by the Arbitrator.

The initiation of or participation by any party in any judicial proceeding concerning this arbitration agreement or any matter arbitrable hereunder shall not be deemed a waiver of the right to enforce this arbitration agreement, and, notwithstanding any applicable rule of law to the contrary, shall not be asserted or accepted as a reason for delay, refusal to participate in, or refusal to enforce this arbitration agreement.



The arbitration hearing shall take place at the Home unless the parties mutually agree to hold the arbitration at a different location.

The Builder or GIC, or Administrator shall have the right, in advance of the arbitration proceeding, to re-inspect any Home (both the interior and/or exterior, as necessary) that is the subject to the arbitration proceeding if the request for arbitration was made more than sixty (60) days following the last claim decision of the (Builder or GIC, as applicable) or Administrator concerning such Home.

No arbitration proceeding shall involve more than one single-family detached dwelling, more than one multi-dwelling unit, or one multi-unit building involving common elements. Any arbitration proceeding shall be on an individual basis and not in a class, consolidated, or representative action.

No arbitration award will be allowed to be confirmed or filed for confirmation in any court of law, regardless of the applicable rules of the arbitration, before the expiration of 90 days after the award is issued and/or signed by the arbitrator and all rules related to the modification, clarification or otherwise in the arbitration proceeding are expired.



SECTION 14: PERFORMANCE STANDARDS FOR HOME COMPONENTS UNDER THE ONE-YEAR WORKMANSHIP/MATERIALS WARRANTY

This section describes the Performance Standards for the various Workmanship and Materials elements or components of a Home as described. Unless otherwise stated under the various Performance Standards herein, if any such Performance Standard is not met, the Builder or Insurer (as applicable) shall take such action as is necessary to bring the variance within the standard subject to the terms and conditions herein. The Builder or Insurer (as applicable) will repair or replace those elements or components of a Home that do not meet these standards during the applicable warranty period.

1) SITE WORK

1.1 GRADING

OBSERVATION: Settling of the final grade ground around the foundation over utility trenches or other filled areas on the property where excavation and backfill have taken place that affect drainage away from Home.

DEFICIENCY: Settling of the final grade around foundations walls, utility trenches or other filled areas which exceeds a depth of six (6) inches from finished grade established by the Builder is a Deficiency.

BUILDER CORRECTION: If the Builder has provided final grading, the Builder shall fill settled areas affecting proper drainage one time only during the first-year warranty period. The Builder is then responsible for removal and resetting of shrubs and other landscaping (installed by the Builder) affected by replacement of the fill. Surface draining shall be diverted to a storm sewer conveyance or other approved point of collection that does not create a hazard. Lots shall be graded to drain surface water away from foundation walls. The grade shall fall a minimum of six inches within the first 10 feet. Where lot lines, walls, slopes or other physical barriers prohibit six inches of fall within 10 feet, drains or swales shall be constructed to ensure drainage away from the structure. Impervious surfaces within 10 feet of the building foundation shall be sloped a minimum of two percent away

from the building.

1.2 DRAINAGE

OBSERVATION: Inadequate surface drainage affecting the drainage in the immediate area surrounding the Home causing areas/pools of standing water.

DEFICIENCY: The Builder is responsible for establishing grades and swales in accordance with the local Building Code that will provide proper drainage away from the Home. Site drainage under this warranty is limited to grades/swales within ten (10) feet of the foundation. Standing or ponding water within such area(s) which remain for a period longer than 24 hours after a rain storm is a Deficiency. Where swales are draining from adjoining properties, or where a sump pump discharges a period of 48 hours, is acceptable for the water to dissipate. The possibility of standing water after an unusually heavy rainfall should be anticipated and is not to be considered a Deficiency. No grading determination shall be made while there is frost or snow or when the ground is saturated. The Builder is not responsible for any changes to the grading made by any other party. Standing or pooling water on the property which does not directly affect the immediate area(s) surrounding the foundation of the Home, or which does affect the area but is caused by unusual grade conditions, retention of treed areas, sodding, planting, or any other work done by any party other than the Builder is not covered.

BUILDER CORRECTION: The Builder is responsible for initially establishing the proper grades, swales and drainage away from Home in conformance with the local Residential Code. Subject to the Exclusions, the Builder shall correct improper drainage to meet the criteria set forth above one time only during the first-year warranty period.

OBSERVATION: Grassed or landscaped areas which are disturbed or damaged due to work on the property as a result of work performed by the Builder in conjunction with the correction of a Deficiency.

DEFICIENCY: Landscaped areas, which are disturbed during repair work, are a Deficiency.

BUILDER CORRECTION: The Builder shall restore grades, sod, seeded and landscaped areas to their pre-damaged condition.

2) CONCRETE

2.1 CASTS-IN-PLACE CONCRETE

OBSERVATION: Basement or foundation wall cracks (other than expansion or control joints).

DEFICIENCY: Non-structural cracks are not unusual in concrete foundation walls. Cracks greater than 1/8 inch in width are a Deficiency.

BUILDER CORRECTION: The Builder shall repair non-structural cracks in excess of 1/8 inch by surface patching. Such repairs should be made toward the end of the first-year of the warranty coverage, in order to allow for the normal stabilizing of Home during settling.

OBSERVATION: Cracking of basement floor.

DEFICIENCY: Minor cracks in concrete basement floors are common. Cracks exceeding 1/4 inch in width or 1/4 inch in vertical displacement are Deficiencies.

BUILDER CORRECTION: The Builder shall repair cracks exceeding the maximum tolerance described above by surface patching or other methods, as required.

OBSERVATION: Cracking of attached garage floor slab or cracks in attached patio slab.

DEFICIENCY: Cracking of garage floor or patio slabs is not a Deficiency, since such items and damage are excluded from coverage under this warranty.

BUILDER CORRECTION: None required.

OBSERVATION: Cracks in concrete slab-on-grade floors, with Builder-installed finish flooring attached.

DEFICIENCY: Cracks that rupture or significantly impair the appearance or performance of the finished flooring material are Deficiencies.

BUILDER CORRECTION: The Builder shall repair cracks as required, so as not to be apparent when the finish flooring material is in place. The Builder shall repair or replace the finish flooring as required in order to meet this standard.

OBSERVATION: Uneven concrete floor slabs.

DEFICIENCY: Except for basement floors, garage floors, or flooring surface(s), which have been designed for specific drainage purposes, concrete floors in rooms finished by the Builder for habitability shall not have pits, depressions or areas of unevenness exceeding 1/4 inch in 32 inches.

BUILDER CORRECTION: The Builder shall repair or replace as necessary to meet the criteria noted above. Where applicable, surface skim coating is an acceptable method of repair. The Builder shall re-install or replace any finish flooring material as necessary.

OBSERVATION: Pitting or scaling of interior concrete work.

DEFICIENCY: Interior concrete surfaces that disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering and use are Deficiencies. This Deficiency does not apply to garage slabs or exterior concrete surfaces.

BUILDER CORRECTION: The Builder shall take whatever corrective action is necessary to repair or replace Defective concrete surfaces.

OBSERVATION: Excessive powdering or chalking of interior concrete surfaces.

DEFICIENCY: Excessive powdering or chalking of interior concrete surfaces are a Deficiency, but should not be mistaken for normal surface dust that may accumulate over a period of time after the Home is occupied.

BUILDER CORRECTION: The Builder shall take corrective action necessary to treat, repair or resurface Defective areas.

OBSERVATION: Cracking, settling or heaving of stoops and steps.

DEFICIENCY: Stoops, decks, porches, steps, etc. are excluded from coverage by this warranty.

BUILDER CORRECTION: None required.

2.2 CONSTRUCTION AND CONTROL JOINTS

OBSERVATION: Separation or movement of concrete slabs within the structure at construction and control joints.

DEFICIENCY: None. Concrete slabs within the structure are designed to move at construction control joints and are not Deficiencies.

BUILDER CORRECTION: None required.

3) MASONRY

3.1 UNIT MASONRY (BRICK, BLOCK AND STONE)

OBSERVATION: Cracks in non load-bearing or non load-supporting walls.

DEFICIENCY: Small shrinkage cracks running through masonry and mortar joints are not unusual. However, cracks in excess of 1/8 inch in width are Deficiencies.

BUILDER CORRECTION: The Builder shall repair non-structural shrinkage cracks in excess of 1/8 inch by pointing or patching. The repairs shall be made near the end of the first-year warranty period.

OBSERVATION: Cracks in bearing or supporting masonry walls.

DEFICIENCY: Vertical or diagonal cracks, which do not affect the structural ability of masonry bearing walls, are not unusual. Cracks in excess of 1/8 inch in width are Deficiencies.

BUILDER CORRECTION: The Builder shall repair shrinkage cracks in excess of 1/8 inch by pointing or patching.

OBSERVATION: Horizontal cracks in basement and foundation walls.

DEFICIENCY: Horizontal cracks in the joints of masonry walls are not common, but may occur. Cracks 1/4 inch or more in width are Deficiencies.

BUILDER CORRECTION: The Builder shall repair cracks between 1/8 and 3/16 inch in width by pointing and patching. Cracks exceeding 3/16 inch, shall be investigated by the Builder to determine the cause. The Builder shall take the necessary steps to remove the cause, and make subsequent repairs by pointing, patching, and reinforcement, or replacement of the Defective masonry courses, if necessary.

OBSERVATION: Cracks in the masonry/brick stone wall(s) or veneer(s) above grade.

DEFICIENCY: Small cracks are common in mortar joints of masonry construction. Cracks 1/8 inch or greater in width are Deficiencies.

BUILDER CORRECTION: The Builder shall repair cracks and voids exceeding 1/8 inch by surface pointing. These repairs should be made toward the end of the first-year of warranty coverage. The Builder is not responsible for color variations between existing and new mortar; however, an attempt should be made to match as closely as possible.

OBSERVATION: Separation of brick or masonry edging from concrete slab or step.

DEFICIENCY: It is common for joints between concrete and masonry to crack, due to the dissimilarity of the materials. However, cracks in excess of 1/4 inch are a Deficiency.

BUILDER CORRECTION: The Builder shall grout the crack(s) thoroughly and reset loose masonry where necessary. If replacement of masonry material is necessary, the Builder should attempt to match the exiting material as closely as possible.

OBSERVATION: Cracking or scaling of stucco and cement plaster.

DEFICIENCY: Hairline cracks in stucco or cement plaster are common, particularly when applied directly to masonry backing. Cracks greater than 1/8 inch in width, or scaling of the finished surface(s), are Deficiencies.

BUILDER CORRECTION: The Builder shall scrape out cracks and scaled areas and fill with cement plaster or stucco to match finish and color as closely as possible.

4) CARPENTRY

4.1 ROUGH CARPENTRY

OBSERVATION: Floors squeak as a result of loose or improperly installed sub-flooring.

DEFICIENCY: A floor squeak that is noticeable, loud and objectionable is a Deficiency. However, a completely squeak-proof floor is not assured by the Builder or this warranty.

BUILDER CORRECTION: The Builder shall correct the problem if the cause is due to faulty installation by re-securing any loose sub-flooring material (through any reasonable repair method) without removing the finished floor surface. Where the underside of the sub-flooring material is inaccessible to repair without necessitating the removal of the finished flooring, the corrective work may be attempted from the finished floor side. Nailing through a carpeted surface and countersinking the nail(s) is an acceptable method of repair.

OBSERVATION: Uneven wood-framed floors.

DEFICIENCY: Floors which are more than 1/4 inch out of level within any 32-inch measurement when measured parallel to the floor joists are a Deficiency. Floor slope within any one room that exceeds 1/240 of the room width or length is a Deficiency (e.g., 10'0" wide room not to exceed 1/2 inch out of level).

BUILDER CORRECTION: The Builder shall correct or repair to meet the tolerances of the above criteria.

OBSERVATION: Bowed stud walls or ceilings.

DEFICIENCY: All interior and exterior wood-framed walls or ceilings have slight variations in the finished surfaces. However, bowing should not be visible to the extent that it significantly detracts from the finished surface. Walls or ceilings that are bowed more than a 1/2 inch within a 36-inch horizontal or vertical measurement are Deficiencies.

BUILDER CORRECTION: Exterior and interior wood-framed walls or ceilings bowed in excess of the allowable standard shall be corrected by the Builder to meet the tolerance of the above criteria.

OBSERVATION: Wood-framed walls out of plumb.

DEFICIENCY: All wood-framed walls that are out of plumb more than one inch in an 8-foot vertical measurement.

BUILDER CORRECTION: The Builder shall take necessary repairs to meet the tolerance noted above.

OBSERVATION: Warping, checking or splitting of wood framing which materially affects its intended purpose.

DEFICIENCY: Minor warping, checking, or splitting of wood is common as the wood dries out and is not considered a Deficiency. However, if a condition exists which materially affects the structural integrity of the individual framing member or any Builder-applied surface material attached thereto, then that condition is a Deficiency.

BUILDER CORRECTION: Where a problem exists and the surface material is affected, the Builder shall repair, replace or stiffen the frame member as necessary.

OBSERVATION: Exterior sheathing and sub-flooring which delaminates or swells.

DEFICIENCY: Sheathing and sub-flooring delaminating or swelling on the side that the finish material has been applied is a Deficiency.

BUILDER CORRECTION: The Builder shall repair or replace sub-flooring or sheathing as required. Replacement of the finish materials, when necessary, shall be done to match the existing finish as closely as possible.

OBSERVATION: Wood frame walls out of square.

DEFICIENCY: The diagonal of a triangle with sides of 12-feet and 16-feet along the edges of the floor shall be 20-feet plus or minus 1/2 inch.

BUILDER CORRECTION: The Builder shall make necessary modifications to any floor as necessary.

4.2 FINISH CARPENTRY

OBSERVATION: Unsatisfactory quality of finished exterior trim and Workmanship/Materials.

DEFICIENCY: Joints between exterior trim elements, and siding or masonry that are in excess of 3/8 inch are Deficiencies.

In all cases, the exterior trim abutting masonry siding shall be capable of performing its function to exclude the elements.

BUILDER CORRECTION: The Builder shall repair open joints and touch-up finish coating where required (matching existing as closely as possible). The Builder shall caulk open joints between dissimilar materials.

OBSERVATION: Unsatisfactory quality of finished interior trim and Workmanship/Materials.

DEFICIENCY: Joints between moldings and adjacent surfaces, which exceed 1/8 inch in width, are deficient.

BUILDER CORRECTION: The Builder shall repair Defective joints and touch-up finish coating where required (matching existing as closely as possible). Caulking is acceptable.

OBSERVATION: Surface Defects in finished woodwork and millwork such as checks, splits and hammer marks.

DEFICIENCY: Finished woodwork and millwork is to be smooth and without surface marks. Finished surfaces that do not meet what is reasonably expected within the residential construction industry are Deficiencies.

BUILDER CORRECTION: The Builder shall correct repairable Defects. Sanding, filing, or puttying is acceptable to return the surface to its original condition. The Builder shall replace material that is not repairable and will refinish and restore to match surrounding surfaces as closely as possible.

OBSERVATION: Exposed nail heads in woodwork.

DEFICIENCY: Material used to fill nail holes has a tendency to dry and shrink after a period of time, and is not considered a Deficiency. Nail holes in finished, painted woodwork that have not been filled are Deficiencies. Nail holes do not have to be filled where the surface finish is not conducive or so designed to have nail holes filled because of the product.

BUILDER CORRECTION: The Builder shall fill nail holes where required and if necessary, touch-up paint, stain, or varnish to match as closely as possible.

5) THERMAL AND MOISTURE PROTECTION

5.1 WATERPROOFING

OBSERVATION: Leaks in basement or in foundation/crawlspace.

DEFICIENCY: Leaks resulting in actual trickling of water through the walls or seeping through the floor are Deficiencies. However, leaks resulting from improper landscaping installed by the Homeowner or failure of Homeowner to maintain proper grades that have been established by the Builder are not a Deficiency and are subject

to Exclusions. Dampness in basement and foundation walls or in concrete basement and crawlspace floors is often common to new construction and is not a Deficiency.

BUILDER CORRECTION: The Builder will take the appropriate actions(s) required to correct basement and crawlspace leaks, except where the cause is determined to be the result of Homeowner negligence. Where the Builder has installed a sump pit in the affected area but a sump pump was not installed or contracted for by the Homeowner, no action is required until the Homeowner attempts to correct the condition by installing a properly sized pump. Thereafter, should the condition continue to exist, the Builder will take action necessary to correct the problem.

5.2 INSULATION

OBSERVATION: Insufficient insulation.

DEFICIENCY: Insulation that is not installed around all habitable areas in accordance with established local industry standards is a Deficiency.

BUILDER CORRECTION: The Builder shall install insulation of sufficient thickness and characteristics to meet the local industry standards. In the event of a dispute regarding the insulation, the cost for investigating the sufficiency of insulation and restoring areas to prior condition shall be borne by the Homeowner, if it is discovered that the standard had been met by the Builder.

OBSERVATION: Sound transmission between rooms, floor levels, adjoining condominium units in a building, or from the street into the Home.

DEFICIENCY: None. No coverage.

BUILDER CORRECTION: None. No coverage is provided for soundproofing.

5.3 LOUVERS AND VENTS

OBSERVATION: The attic or crawlspace is insufficiently ventilated.

DEFICIENCY: Attic and crawlspace areas that are not ventilated as required by the locally applicable Residential Code are a Deficiency. Ventilation will also be considered deficient if damage occurs to framing members or insulation as a result of excessive moisture accumulation. The Builder is not responsible for any action taken by the Homeowner which interferes with proper ventilation.

BUILDER CORRECTION: The Builder shall install properly-sized louvers, vents, or use other locally acceptable methods in order to correct the Deficiency.

OBSERVATION: Leaks due to snow or wind driven rain through louvers and vents.

DEFICIENCY: Improperly installed louvers and vents that permit penetration of the elements under normal conditions are Deficiencies. Properly installed louvers or vents may at times allow penetration of rain or snow under strong wind conditions, and are not Deficiencies.

BUILDER CORRECTION: The Builder shall take necessary steps to eliminate penetration of rain or snow under normal conditions if it is determined the installation was improper.

5.4 EXTERIOR SIDING

OBSERVATION: Delaminating, splitting, or deterioration of exterior siding.

DEFICIENCY: Exterior siding that delaminates, splits or deteriorates is a Deficiency.

BUILDER CORRECTION: The Builder shall repair or replace only the damaged siding. A reasonable attempt should be made to match the replaced or repaired siding as closely as possible to the original existing siding; however, the Homeowner should be aware that the new finish may not exactly match the original surface finish, and the Builder is not responsible for such variation. The Builder is not responsible for action taken by the Homeowner whom accelerates or causes damage to the siding, such as repeated use of sprinklers, which continually wets the siding.

OBSERVATION: Loose or fallen siding.

DEFICIENCY: Any improperly installed exterior siding, which loosens, falls off, or separates from the framing of the structure, is a Deficiency.

BUILDER CORRECTION: The Builder shall properly re-secure or spot replace deficient siding if necessary, in order and make it secure. If replacement is required, the Builder shall replace only the affected area, and attempt to match as closely as reasonably practicable.

OBSERVATION: Siding is bowed.

DEFICIENCY: Bows exceeding 1/2 inch in 32-inches are Deficiencies.

BUILDER CORRECTION: The Builder shall repair bowed siding to meet the standard. If replacement of siding is required, the Builder shall match original material as closely as possible; however, the Homeowner should be aware that the new finish may not exactly match the original surface finish, and the Builder is not responsible for such variation.

OBSERVATION: Nails have stained siding.

DEFICIENCY: Nail stains exceeding 1/2 inch in length and visible from a distance of twenty (20) feet are Deficiencies.

BUILDER CORRECTION: The Builder shall either remove stains or paint or stain the affected area. The Builder shall match the color and finish as closely as possible; however, the Homeowner should be aware that the new finish may not exactly match the original surface finish, and the Builder is not responsible for such variation. Where paint or stain touch up affects the majority of the wall surface, the whole area shall be refinished.

5.5 ROOFING

OBSERVATION: Roof or flashing leaks.

DEFICIENCY: Roof or flashing leaks under normal weather conditions are Deficiencies; however, when the cause of the leak is determined to result from severe weather conditions such as ice or snow build-up, high winds or wind-driven rain, such leaks are not Deficiencies.

BUILDER CORRECTION: The Builder shall correct any roof or flashing leaks that are verified to have occurred under normal weather conditions.

OBSERVATION: Lifted, curled or torn roof shingles.

DEFICIENCY: Roof shingles which lift or curl during the first-year of warranty coverage or tear loose during normal weather conditions are Deficiencies; however, accidental loss or damage from acts of nature such as, but

not limited to fire, explosion, smoke, water escape, windstorms, hurricane, tornado, hail, lightning, falling trees, aircraft, vehicles, flood and earthquake is not a Deficiency.

BUILDER CORRECTION: The Builder shall repair or replace lifted, curled or torn shingles.

OBSERVATION: Standing water on built-up roofs.

DEFICIENCY: A properly pitched built-up roof should allow for the drainage of water, except for minor ponding. Dead flat roofs will retain a certain amount of water; however, excessive ponding of water that causes leaking of the built-up roof is a Deficiency.

BUILDER CORRECTION: The Builder shall repair all leaks due to or caused by standing water.

5.6 SEALANTS

OBSERVATION: Water or air leaks in exterior walls due to inadequate caulking.

DEFICIENCY: Joints and cracks in exterior wall surfaces and around openings which are not properly caulked to exclude the entry of water or excessive drafts are Deficiencies.

BUILDER CORRECTION: The Builder shall repair and or caulk joints or cracks in exterior wall surfaces as required, correcting the Deficiency one time during the first-year of warranty coverage. The Homeowner is responsible for maintaining the caulking once the condition is corrected.

5.7 SHEET METAL

OBSERVATION: Gutters and downspouts leak.

DEFICIENCY: Gutters and downspouts which leak are a Deficiency. Gutters that are improperly pitched to drain water are Deficiencies; however, standing water in gutters is acceptable if it does not exceed one (1) inch in depth. The Homeowner is responsible for maintenance and keeping the gutters/downspouts/extensions/drains free from leaves and debris to prevent overflow.

BUILDER CORRECTION: Repair leaks, and if necessary, properly re-pitch gutters to drain adequately.

6) DOORS AND WINDOWS

6.1 INTERIOR AND EXTERIOR DOORS

OBSERVATION: Warping of interior or exterior doors.

DEFICIENCY: Interior and exterior doors that warp to the extent that the warping prevents normal operation, closing or fit are deficient. The maximum allowable warping of an interior door is 1/4 inch when measured from top to bottom, either vertically or diagonally.

BUILDER CORRECTION: The Builder will repair or replace as may be required. New doors should be refinished to match the original as closely as possible.

OBSERVATION: Door panels shrink and expose bare wood.

DEFICIENCY: Door panels will shrink due to the nature of the material. Exposing of the bare wood at the edges is not a Deficiency.

BUILDER CORRECTION: None required.

OBSERVATION: Door panels split.

DEFICIENCY: Door panels that have split to the extent that light is visible through the door are Deficiencies.

BUILDER CORRECTION: If light is visible, the Builder shall fill the crack and re-finish the panel to match as closely as possible. The Builder will make corrections one time only during the first-year of warranty coverage. If the panel cannot be repaired to conceal the crack, the panel or the door itself shall be replaced and finished to match the original as closely as possible.

OBSERVATION: Bottom of door(s) rubs on Builder-installed wall-to-wall carpeted surface(s).

DEFICIENCY: The bottom(s) of doors that rub or drag on the carpet are Deficiencies. However, when the carpet selected by the Homeowner has excessively high pile, the Homeowner is responsible for any additional door undercutting.

BUILDER CORRECTION: The Builder shall undercut doors as required.

OBSERVATION: Excessive opening at the bottoms of interior doors.

DEFICIENCY: Passage doors from room to room that have openings between the bottom of the door and the Builder-installed finished flooring material in excess of 1 1/2 inch, are a Deficiency. Closet doors having an opening in excess of 2 inches are a Deficiency.

BUILDER CORRECTION: The Builder shall make necessary adjustments or replace the door to meet the required tolerance.

OBSERVATION: Door binds against either the jamb or head of frame or does not lock.

DEFICIENCY: Passage doors that do not open and close freely without binding against the doorframe are Deficiencies. Doors that do not lock as intended are a Deficiency.

BUILDER CORRECTION: The Builder shall adjust door(s) and keeper(s) to operate freely and meet the standard.

6.2 GARAGE DOORS (ATTACHED GARAGE)

OBSERVATION: Garage door fails to operate or fit properly.

DEFICIENCY: Garage doors that do not operate and fit the door opening within the manufacturer's installation tolerances are Deficiencies. Some infiltration of the elements can be expected under heavy weather conditions and is not considered a Deficiency.

BUILDER CORRECTION: The Builder shall take necessary adjustments to meet the manufacturer's installation tolerances. No adjustment is required when the cause is determined to result from anyone other than the Builder's or Builder's subcontractors' installation of an electric door opener.

6.3 WOOD, PLASTIC AND METAL WINDOWS

OBSERVATION: Malfunction of windows.

DEFICIENCY: Windows that do not operate in conformance with manufacturer's design standards are deficient.

BUILDER CORRECTION: The Builder shall consult with the manufacturer when necessary and make required adjustments so that the windows operate in accordance with the standard.

OBSERVATION: Double hung windows do not stay in place when open.

DEFICIENCY: Double hung windows are permitted to move within a two inch tolerance, up or down when put in

an open position. Any excessive movement exceeding the tolerance is a Deficiency.

BUILDER CORRECTION: The Builder shall adjust sash balances one time only during the first-year of warranty coverage. Where possible, the Builders shall instruct the Homeowner on the method of adjustment for future use.

OBSERVATION: Condensation or frost on window frames or glass panes.

DEFICIENCY: None. Window glass and frames will collect condensation on the frame and glass surface when humidity and temperature differences are present. Condensation is usually the result of temperature/humidity conditions in the Home.

BUILDER CORRECTION: None required.

6.4 HARDWARE

OBSERVATION: Hardware that does not work properly, fails to lock, or perform its intended purpose.

DEFICIENCY: Any Builder-installed hardware on doors and windows that do not operate properly are a Deficiency.

BUILDER CORRECTION: The Builder shall adjust, repair, or replace hardware as required.

6.5 STORM DOORS, WINDOWS AND SCREENS

OBSERVATION: Storm doors, storm windows or screens do not operate or fit properly.

DEFICIENCY: Installed storm doors, windows and screens when installed do not operate or fit properly to provide the protection for which they are intended, are considered Deficiencies. Missing screens are not a Deficiency.

BUILDER CORRECTION: The Builder shall make necessary adjustments to ensure proper fit and operation. The Builder shall replace the storm doors, storm windows or screens when adjustment(s) cannot be made.

6.6 WEATHERSTRIPPING AND SEALS

OBSERVATION: Drafts around doors and windows.

DEFICIENCY: Weather stripping is required on all doors leading directly from a habitable area to the exterior (outside) of the Home. Some infiltration is normally noticeable around doors and windows, especially during high winds. Excessive infiltration resulting from openings in poorly fitted doors and windows or poorly fitted weather stripping is a Deficiency.

BUILDER CORRECTION: The Builder shall adjust or correct poorly-fitted windows or doors or poorly-fitted weather stripping.

6.7 GLASS AND GLAZING

OBSERVATION: Clouding and condensation on inside surfaces of insulated glass.

DEFICIENCY: Insulated glass, which clouds up or has condensation on the inside surfaces of the glass, is a Deficiency.

BUILDER CORRECTION: The Builder shall replace glass in accordance with window and glass manufacturer's requirements.

7) FINISHES

7.1 LATH AND PLASTER

OBSERVATION: Cracks in plaster wall or ceiling surfaces.

DEFICIENCY: Noticeable cracks in plastered wall and ceiling surfaces of more than 1/8 inch are Deficiencies. However, hairline cracks are not uncommon and are not a Deficiency.

BUILDER CORRECTION: The Builder shall repair cracks that are greater than 1/8 inch in width and touch up paint to match as closely as possible one time only during the first-year of warranty coverage. Such conditions should be reported toward the end of the first year of warranty coverage to allow for normal movement of the Home.

7.2 GYPSUM WALLBOARD

OBSERVATION: Drywall cracks over door/window frames or archways, blisters in tape, excess compound in joints, exposed corner beads, nail pops, or trowel marks.

DEFICIENCY: Slight Defects, such as occasional nail pops, seam lines and cracks are common to gypsum wallboard installation. Blisters in tape, cracks over door and window frames and over archways, excess compound in joints, trowel marks, excessive nail popping and exposed corner bead are Deficiencies. Nail pops are a Deficiency only when there are signs of spackling compound cracking or falling away. Depressions or slight mounds at nail heads are not considered Deficiencies.

BUILDER CORRECTION: The Builder shall correct such Defects to the acceptable tolerance and repaint areas to match as closely as possible one time only during the first-year of warranty coverage. Such conditions should be corrected toward the end of the first-year of warranty coverage to allow for normal settlement of the Home.

7.3 HARD SURFACE FLOORING (FLAGSTONE, MARBLE, QUARRY/CERAMIC TILE, ETC.)

OBSERVATION: Flooring cracks or becomes loose.

DEFICIENCY: Ceramic tile, flagstone, or similar hard-surfaced sanitary flooring that cracks or becomes loose is a Deficiency. Sub-flooring and wallboard are required to be sufficiently secure, rigid, and suitable enough to receive the finish. Cracking and loosening of flooring caused by Homeowner negligence is not a Deficiency. The Builder is not responsible for slight color and pattern variation or discontinued patterns of the manufacturer. The Builder is not required to replace the entire finish when the replacement material consists of less than 25 percent of the finished area.

BUILDER CORRECTION: The Builder shall replace, reset, or correct the cracked or loose finish material.

OBSERVATION: Cracks appear in grouting of ceramic tile joints or at junctions with other building components such as, but not limited to, a bathtub, shower, or a countertop.

DEFICIENCY: Cracks in grouting of ceramic tile joints are Deficiencies. Re-grouting of these cracks is a maintenance responsibility of the Homeowner after the Builder has re-grouted once. Open cracks or loose grouting where the wall surface abuts the flashing lip at a tub, shower basin or countertop are considered Homeowner maintenance and any resultant damage to other finish surfaces due to leaks, etc. are not considered Deficiencies.

BUILDER CORRECTION: The Builder shall repair grouting as necessary one time only during the first year of warranty coverage.

7.4 RESILIENT FLOORING

OBSERVATION: Nail pops appear on the surface of resilient flooring.

DEFICIENCY: Readily apparent nail pops are a Deficiency.

BUILDER CORRECTION: The Builder shall correct nail pops that have caused damage to the flooring material by repairing, or if necessary, replacing damaged floor coverings in the affected area. The Builder is not responsible for discontinued patterns or color variations.

OBSERVATION: Depressions or ridges appear in the resilient flooring due to sub-floor irregularities.

DEFICIENCY: Readily apparent depressions or ridges exceeding 1/8 inch are a Deficiency. The ridge (or depression) measurement is taken with the gap at one end of a six-inch straightedge when the straightedge is centered directly over the depression or ridge, and while the opposite three-inch length of the straightedge is held tightly to the floor.

BUILDER CORRECTION: The Builder shall take required action to bring the Deficiency within acceptable tolerances so as to be not readily visible. The Builder is not responsible for discontinued patterns or color variations in the floor covering. The Builder is also not responsible for Homeowner neglect or abuse, or installations performed by others.

OBSERVATION: Resilient flooring or base loses adhesion.

DEFICIENCY: Resilient flooring or base that lifts, bubbles, or becomes unglued is a Deficiency.

BUILDER CORRECTION: The Builder shall repair or replace resilient flooring or base as required. The Builder is not responsible for discontinued patterns or color variations.

OBSERVATION: Seams or shrinkage gaps show at resilient flooring joints.

DEFICIENCY: Gaps in excess of 1/8 inch in width in resilient floor covering joints are a Deficiency. Where dissimilar materials abut, a gap in excess of 3/16 inch is Deficiency.

BUILDER CORRECTION: Builder shall take required action to correct the causes of the Deficiency. The Builder is not responsible for discontinued patterns or color variations of floor covering.

7.5 FINISHED WOOD FLOORING

OBSERVATION: Knot pops, open joints or cracks in finished wood flooring.

DEFICIENCY: Knot pops, open joints or cracks in floor boards of finished wood flooring which exceed the manufacturer's performance specifications.

BUILDER CORRECTION: The Builder shall repair by filling and refinishing to match the wood surface as closely as possible. For non-repairable Deficiencies, the Builder shall replace and finish the affected area to match the remaining flooring as closely as possible.

7.6 PAINTING

OBSERVATION: Knot and wood stains appear through paint on exterior.

DEFICIENCY: Excessive knot and wood stains that bleed through the paint are considered a Deficiency.

BUILDER CORRECTION: The Builder shall seal the immediately-affected areas where excessive bleeding of knots and stains appear and touch-up paint to match as closely as possible.

OBSERVATION: Exterior paint or stain peels or deteriorates.

DEFICIENCY: Exterior paints or stains that peel or deteriorate during the first-year of ownership are Deficiencies. However, fading is normal and often subject to the orientation of painted surfaces to the climactic conditions that may prevail in the area. Fading is not a Deficiency.

BUILDER CORRECTION: The Builder shall properly prepare and refinish affected areas, matching color as closely as possible. Where finished repairs affect the majority of the surface areas, the whole area should be refinished. The warranty on the newly-repainted surfaces will not extend beyond the original warranty period. The Builder is not responsible for fading.

OBSERVATION: Painting required as corollary repair because of other work.

DEFICIENCY: Where repairs required by this warranty are made to a painted surface, that surface shall be repainted and refinished to match surrounding areas as closely as possible.

BUILDER CORRECTION: The Builder shall repaint (and when necessary, refinish) only the immediately affected area to meet this standard.

OBSERVATION: Deterioration of varnish or lacquer finishes.

DEFICIENCY: Natural finish on interior woodwork that deteriorates during the first-year of the warranty coverage is a Deficiency. Varnish type finishes on exterior building components could deteriorate rapidly and are not considered a Deficiency.

BUILDER CORRECTION: The Builder shall refinish areas of natural finished interior woodwork, matching color as closely as possible.

OBSERVATION: Interior paint coverage.

DEFICIENCY: Interior paint not applied in a manner sufficient to visually cover wall, ceiling or trim surfaces is a Deficiency.

BUILDER CORRECTION: Builder shall repaint wall, ceiling or trim surfaces where inadequate paint has been applied. Where a fifty (50) percent or greater portion of the surface is affected, the entire surface shall be repainted from break line to break line.

OBSERVATION: Paint splatters or paint smears on finish surfaces.

DEFICIENCY: Paint stains on porous surfaces that are excessive and which cannot be removed by normal cleaning methods detract from the finish and are considered Deficiencies. Minor paint splatter or smear that can be easily removed from impervious surfaces is considered Homeowner maintenance and are not Deficiencies.

BUILDER CORRECTION: The Builder shall remove paint stains without affecting the finish of the material or replace the damaged surface if stain cannot be removed.

OBSERVATION: Mildew or fungus develops on painted or factory-finished surfaces.

DEFICIENCY: None. Mildew or fungus that forms on painted or factory-finished surfaces that is subject to various exposures such as, but not limited to, ocean, lake, riverfront, and heavily-wooded areas or mountains is not a Deficiency.

BUILDER CORRECTION: None required.

7.7 WALL COVERING

OBSERVATION: Peeling of wall covering installed by Builder.

DEFICIENCY: Peeling of wall covering is a Deficiency, unless it is due to the Homeowner's abuse or negligence.

BUILDER CORRECTION: The Builder shall repair or replace Defective wall covering.

OBSERVATION: Mismatching in wall covering pattern.

DEFICIENCY: Mismatching wall covering patterns over a large area that severely detracts from its intended purpose due to poor Workmanship/Materials is a Deficiency.

BUILDER CORRECTION: The Builder shall remove mismatched wall covering and replace them. The Builder is not responsible for discontinued patterns or variations in color.

OBSERVATION: Lumps, ridges, or nail pops in the wallboard which appear after the Homeowner has wall covering installed by others.

DEFICIENCY: None. The Homeowner shall insure that the surface to receive wall covering is suitable and assumes full responsibility should lumps, ridges and nail pops occur at a later date.

BUILDER CORRECTION: None required.

7.8 CARPETING

OBSERVATION: Seams in carpet.

DEFICIENCY: Seams in carpeting that separate due to improper installation are Deficiencies.

BUILDER CORRECTION: The Builder shall correct the seams to eliminate the separation.

OBSERVATION: Carpeting comes loose or excessive stretching occurs.

DEFICIENCY: Wall-to-wall carpeting that comes loose is a Deficiency; however, stretching that may occur in the carpeting is subject to the quality and surface over which it is laid, and is not a Deficiency.

BUILDER CORRECTION: The Builder shall re-secure loose carpeting one time during the first year of warranty coverage.

EXCLUDED: Carpet and carpeting materials are not covered by this warranty; however, the removal, re-setting, or re-stretching of carpet for the purpose of complying with the provisions of the Workmanship/Materials Coverage section of this warranty, or incidental to covered Major Structural Defects is covered.

8) SPECIALTIES

8.1 FIREPLACES

OBSERVATION: Fireplace on chimney does not draw properly causing smoke to enter the Home.

DEFICIENCY: A properly-designed and constructed fireplace or chimney is to function as intended. It is normal to expect that high winds can cause temporary negative draft situations. Similarly, negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney. In addition, the physical location of the fireplace or its relationship to adjoining walls and roof may cause negative draft conditions.

In some cases, it may be necessary to open a window slightly to create an effective draft. Since negative draft conditions could be temporary, it is necessary for the Homeowner to substantiate the problem to the Builder by constructing a fire so the condition can be observed.

BUILDER CORRECTION: When it is determined that the malfunction is based upon improper performance of the fireplace, the Builder shall make the necessary steps to correct the problem. When it is determined that the fireplace is properly designed and constructed, but continues to malfunction due to natural causes beyond the Builder's control, the Builder is not responsible.

OBSERVATION: Chimney separation from the structure to which it is attached.

DEFICIENCY: Newly-built fireplaces will often incur a slight amount of separation. A separation which exceeds 1/2 inch from the main structure in any ten-foot vertical measurement is a Deficiency.

BUILDER CORRECTION: The Builder shall make correction(s) to meet rise tolerance. Caulking or grouting is acceptable, up to a 1/2 inch of displacement.

9) EQUIPMENT

9.1 KITCHEN CABINETS AND VANITIES

OBSERVATION: Kitchen or vanity cabinet doors or drawers malfunction.

DEFICIENCY: Cabinet doors, drawers and other operating parts that do not function as designed are Deficiencies.

BUILDER CORRECTION: The Builder shall repair or replace operating parts.

OBSERVATION: Surface cracks and de-laminating in high-pressure laminate cabinet countertops.

DEFICIENCY: Countertops fabricated with high-pressure laminate coverings that delaminate or have surface cracks or joints exceeding 1/16 inch between sheets are considered Deficiencies.

BUILDER CORRECTION: The Builder shall repair or replace the laminated surface covering having cracks or joints exceeding the allowable widths.

OBSERVATION: Warping of kitchen or vanity cabinet doors and drawer fronts.

DEFICIENCY: Warping that exceeds 1/4 inch as measured from the face of the cabinet frame to the furthestmost point of warping on the drawer or door front in a closed position is a Deficiency.

BUILDER CORRECTION: The Builder shall correct or replace doors or drawer fronts as required.

OBSERVATION: Gaps between cabinets, ceiling and walls.

DEFICIENCY: Countertops, splashboards, base and wall cabinets are to be securely mounted. Gaps in excess of 1/4 inch between wall or ceiling surfaces are a Deficiency.

BUILDER CORRECTION: The Builder shall make necessary adjustments of cabinets and counter tops or close gaps by means of molding suitable to match the cabinet or counter top finish as closely as possible or by other reasonable means.

10) MECHANICAL SYSTEMS

10.1 PLUMBING

OBSERVATION: Faucet or valve leak.

DEFICIENCY: A valve or faucet leak due to Workmanship/Materials is a Deficiency and is covered only during the first-year of the warranty; however, leaks caused by worn or Defective washers or seals are a Homeowner maintenance item and are not considered a Deficiency.

BUILDER CORRECTION: The Builder shall repair or replace the leaking faucet or valve.

OBSERVATION: Defective plumbing fixtures, appliances or trim fittings.

DEFICIENCY: Fixtures, appliances, or fittings are to be judged according to the manufacture's standards regarding use and operation and are covered only during the first-year of the warranty.

BUILDER CORRECTION: The Builder shall replace or repair any fixture or fitting which is outside of acceptable standards as defined by the manufacturer.

10.2 WATER SUPPLY

OBSERVATION: Staining of plumbing fixtures due to high iron content in the water supply.

DEFICIENCY: High iron content in the water supply system will cause staining of plumbing fixtures and is not considered a Deficiency.

BUILDER CORRECTION: None required. Maintenance and treatment of the water is the Homeowner's responsibility.

OBSERVATION: Noisy water pipes.

DEFICIENCY: Some noise can be expected from the water pipe system due to the flow of water; however, the pipes should not omit a pounding noise "water hammer" in the supply system. Such sound is a Deficiency and is covered only during the first-year of the warranty. Common noises due to water flow and pipe expansion are not considered Deficiencies.

BUILDER CORRECTION: The Builder shall correct to eliminate "water hammer."

11) HEATING, AIR CONDITIONING, AND DUCTWORK

11.1 HEATING

OBSERVATION: Inadequate heat.

DEFICIENCY: A heating system that fails to produce an inside temperature of at least 70 degrees Fahrenheit when measured at the center of the room at a height of five feet above the floor under local outdoor winter design conditions is a Deficiency. However, there may be periods when the outdoor temperature falls below the design temperature, thereby lowering the temperature in the Home. The physical orientation of the Home and location of each room will also create a temperature differential particularly when the heating system is controlled by a single thermostat serving one or more floor levels. The Homeowner is responsible for balancing and maintaining vents, returns and dampers as necessary.

BUILDER CORRECTION: The Builder shall correct the heating system in order to meet the winter design tolerance noted above during the first-year of warranty coverage.

11.2 AIR CONDITIONING

Please note that the costs of parts and/or labor may be the responsibility of the Builder depending on the Manufacturer's product agreement.

OBSERVATION: Inadequate cooling.

DEFICIENCY: A Builder-installed air conditioning system that fails to maintain a temperature of 78 degrees Fahrenheit when measured in the center of each room at height of five feet about the floor, under local outdoor summer design conditions is a Deficiency. **NOTE FOR AIR CONDITIONING:** There may be periods when the outdoor temperature rises above the design temperature, thereby raising the temperature in the Home. The physical orientation of the Home and location of each room will also create a temperature differential particularly when the air conditioning system is controlled by a single thermostat serving one or more floor levels. The Homeowner is responsible for balancing and maintaining vents, returns and dampers as necessary.

BUILDER CORRECTION: The Builder shall correct the cooling system in order to meet the summer design tolerance noted above during the first-year of warranty coverage.

OBSERVATION: Condensation lines clog up.

DEFICIENCY: Condensation lines will clog under normal conditions.

BUILDER CORRECTION: The Builder is responsible only for providing clean and unobstructed lines at the time of the Effective Date of Warranty. Continued proper operation of drain lines is a Homeowner maintenance responsibility.

OBSERVATION: Improper mechanical operation of the evaporative cooling system.

DEFICIENCY: Equipment that does not function properly at temperature standards set is a Deficiency.

BUILDER CORRECTION: The Builder shall correct and adjust so that blower and water system operate as designed during the first year of warranty coverage.

11.3 DUCTWORK

OBSERVATION: Ductwork and heating piping not insulated in a non-insulated area.

DEFICIENCY: Non-insulated ductwork and heating pipes that are installed within non-insulated areas such as crawlspaces, garages or attics is a Deficiency. Basements are not "insulated areas" and no insulation is required unless otherwise required by local Residential Codes.

BUILDER CORRECTION: The Builder shall install the required insulation.

OBSERVATION: Ductwork noisy.

DEFICIENCY: Noise in the ductwork may occur for a brief period when heating or cooling begins to function and is not considered a Deficiency; however, noise emanating from ductwork which occurs for prolonged periods of time during its normal operation is a Deficiency.

BUILDER CORRECTION: The Builder shall make necessary steps to eliminate noise in the ductwork.

12) ELECTRICAL SYSTEM

12.1 SWITCHES AND RECPTACLES

OBSERVATION: Fuses blow or circuit breakers kick out.

DEFICIENCY: Fuses and circuit breakers that deactivate under normal usage when reset or replaced are Deficiencies during the first year of warranty coverage.

BUILDER CORRECTION: The Builder shall check wiring and replace the wiring or breaker if it does not perform adequately or is Defective.

OBSERVATION: Drafts from electrical outlets.

DEFICIENCY: The electrical junction box on exterior walls may produce a slight airflow whereby the cold air can be drawn through the outlet into a room. This problem is normal in new Home construction and is not considered a Deficiency.

BUILDER CORRECTION: None required.

OBSERVATION: Malfunction of electrical outlets, switches or fixtures.

DEFICIENCY: Electrical outlets, switches or fixtures that do not operate as intended are considered Deficiencies only during the first year of the warranty coverage.

BUILDER CORRECTION: The Builder shall repair or replace Defective outlets, switches or fixtures as necessary.

12.2 SERVICE AND DISTRIBUTION

OBSERVATION: Ground fault interrupter trips frequently.

DEFICIENCY: Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These devices are sensitive and can be tripped very easily. Ground fault outlets that do not operate as intended are considered Deficiencies.

BUILDER CORRECTION: The Builder shall replace the device (if Defective) during the first year of the warranty.



SECTION 15: PERFORMANCE STANDARDS FOR ELECTRICAL, PLUMBING, AND MECHANICAL DISTRIBUTION SYSTEMS UNDER THE TWO-YEAR DELIVERY PORTION OF SYSTEMS WARRANTY

This section describes the Performance Standards for the various Delivery Portion of Systems in a Home as described. Unless otherwise stated under the various Performance Standards herein, if any such Performance Standard is not met, the Builder or Insurer (as applicable) shall take such action as is necessary to bring the variance within the standard subject to the terms and conditions herein. The Builder or Insurer (as applicable) will repair or replace those elements or components of a Home that do not meet these standards during the applicable warranty period.

1) MECHANICAL SYSTEMS

1.1 WATER SUPPLY SYSTEM

OBSERVATION: Water supply system fails to deliver water or pressure is low.

DEFICIENCY: Builder installed on-site service connections to municipal water main or private water supply that fail to deliver water are deficient. Low water pressure is defined as follows: The cold water system supply pressure at any one single fixture is drastically reduced when the cold water supply at any one other single fixture is in simultaneous use. Water supply systems that fail this standard are deficient.

BUILDER CORRECTION: The Builder shall repair as required if failure to supply water is the result of a Deficiency in workmanship or materials. The Builder is not responsible for conditions that disrupt or eliminate the sources of water supply that are beyond his control.

1.2 SEPTIC TANK SYSTEM

OBSERVATION: Septic system(s) fail(s) to operate properly.

DEFICIENCY: A septic system that is not capable of properly handling the normal flow of household effluent is a Deficiency; however, it is possible that due to freezing, soil saturation, changes in the ground water table, or excessive use of plumbing or appliances, an overflow can occur, and such conditions are user Deficiency. Periodic pumping of the septic tank is considered Homeowner maintenance and a normal need for pumping is not a Deficiency. This includes, but is not limited to:

- (a) Excessive use of water such as overuse of a washing machine or dishwasher, including their simultaneous use,
- (b) Connection of sump pump, roof drains or backwash from water conditioner to the system,
- (c) Placing of non-biodegradable items in the system,
- (d) Addition of any harsh chemicals, greases, cleaning agents, or excessive amount(s) of bleaches or drain cleaners,
- (e) Use of a food waste disposal not supplied by Builder,

- (f) Placement of impervious surfaces over the disposal area,
- (g) Allowing vehicles to drive or park over the disposal areas, and
- (h) Failure to periodically pump out the septic tank when required.

BUILDER CORRECTION: The Builder shall take corrective action as required if it is determined that the malfunction is due to Defect in workmanship, materials or installation. The Builder is not responsible for malfunctions that occur through negligence, abuse, or malfunctions that occur due to acts of nature such as freezing, soil saturation, changes in the ground water table, or excessive use.

1.3 PLUMBING

OBSERVATION: Plumbing pipes freeze and burst.

DEFICIENCY: Drain, waste, vent, and water supply pipes shall be adequately protected to prevent freezing during normally anticipated cold weather conditions in accordance with the applicable Building Code; however, the Homeowner is responsible for maintaining suitable temperature in the Home to prevent pipes from freezing and bursting. Homes which are occupied only periodically, or where there will be no occupancy for an extended period of time, must be properly winterized to ensure that a reasonable temperature is maintained. Leaks occurring due to the Homeowner's neglect are not a Deficiency and are not the Builder's responsibility.

BUILDER CORRECTION: The Builder shall correct plumbing conditions that do not meet the applicable Residential Code.

OBSERVATION: Leakage from any piping.

DEFICIENCY: Leaks in drain, waste, vent and water supply piping are Deficiencies. Condensation on piping does not constitute leakage, and is not a Deficiency, except where pipe insulation is required by the local Building Code.

BUILDER CORRECTION: Builder shall make necessary repairs to eliminate leakage.

OBSERVATION: Stopped up sanitary sewers, fixtures and sanitary drains.

DEFICIENCY: Sanitary sewer, fixtures and sanitary drains that do not operate or drain properly are a Deficiency; however, sewers, fixtures and drains that become clogged as a result of the Homeowner's negligence, abuse, or misuse are not Deficiencies.

BUILDER CORRECTION: Where Defective construction is shown to be the cause, the Builder shall make necessary repairs. The Builders responsibility for Defective sewer lines extends only to the limit of the property line upon which Home is constructed.

1.4 HEATING AND AIR CONDITIONING

Please note that the costs of parts and/or labor may be the responsibility of the Builder depending on the Manufacturer's product agreement.

OBSERVATION: Refrigerant line leak.

DEFICIENCY: Builder-installed refrigerant lines that develop leaks during normal operations are a Deficiency.

BUILDER CORRECTION: The Builder shall repair leaking lines and recharge the unit as required.

OBSERVATION: Ductwork separates or becomes unattached.

DEFICIENCY: Ductwork that separates or that is not securely attached is Deficiency.

BUILDER CORRECTION: The Builder shall re-secure and re-attach separated or unattached ductwork.

2) ELECTRICAL

2.1 ELECTRICAL CONDUCTORS

OBSERVATION: Failure of the wiring to carry its designated circuit load to switches and receptacles.

DEFICIENCY: Wiring that is not capable of carrying the designated load during normal residential use to switches, receptacles or equipment is a Deficiency.

BUILDER CORRECTION: The Builder shall check wiring and replace wiring if it fails to carry the designed load.

SAMPLE

An electronic version of this form can be downloaded at:
https://www.strucsure.com/downloads/SHW_Workmanship_Claim_Form_Fillable.pdf



6825 E. Tennessee Ave., Suite #410 • Denver, CO 80224
 Ph: 1.877.806.8777 • Fax: 303.806.9897 | E-Mail: claims@strucsure.com | www.strucsure.com

WORKMANSHIP, MATERIALS OR SYSTEMS WARRANTY SERVICE REQUEST FORM

Before completing this form, you must report the alleged defect(s) to your builder first and provide them a reasonable opportunity to address the issue(s). If unsuccessful, fill out this form completely, sign it and attach complete written details of the defect(s) that form the basis of your service request. Be specific and include copies of any documents, pictures and any information you provided to your builder. **Please note that a non-refundable warranty service fee may be required.**

Mail OR E-mail to StrucSure at the address above. Keep a copy of all papers for your file.

BUILDER NAME: _____ CERTIFICATE NUMBER: _____
 HOMEOWNER NAME: _____
 ADDRESS: _____ CITY: _____
 SUBDIVISION: _____ STATE: _____ ZIP: _____
 HOME PHONE: _____ WORK PHONE: _____ CELL PHONE: _____
 E-MAIL ADDRESS: _____

CLAIM INFORMATION

1. DATE YOU FIRST NOTICED THE ALLEGED DEFECT(S): _____
2. DATE YOU REPORTED THE ALLEGED DEFECT(S) TO THE BUILDER: _____
3. HAS THE BUILDER ATTEMPTED TO CORRECT THE DEFECT(S)? YES _____ NO _____
 IF YES, HOW MANY PREVIOUS ATTEMPTS HAS THE BUILDER MADE? _____
4. HAVE YOU REVIEWED THE WARRANTY COVERAGE PROVISIONS? YES _____ NO _____

Itemize defects and/or issues: _____

SUBMITTED BY: _____ DATE: _____
PRINT NAME
 SIGNATURE: _____

REMINDER: ATTACH INFORMATION DETAILING ALLEGED DEFECT(S).

If necessary, we may contact you for more information. A non-refundable warranty service fee may be required to complete your claim submission process.

A person who knowingly submits fraudulent information is guilty of a crime.

An electronic version of this form can be downloaded at:
https://www.strucsure.com/downloads/SHW_Structural_Claim_Form_Fillable.pdf



STRUCSURE
HOME WARRANTY

6825 E. Tennessee Ave., Suite #410 • Denver, CO 80224
Ph: 1.877.806.8777 • Fax: 303.806.9897 | E-Mail: claims@strucsure.com | www.strucsure.com

MAJOR STRUCTURAL DEFECT WARRANTY CLAIM FORM

Fill out this form completely, sign it and attach complete written details of the alleged defect(s) that form the basis of your claim. Be specific and include copies of any documents, pictures and any information you provided to your builder.

Mail OR E-mail to StrucSure at the address above. Keep a copy of all papers for your file.

BUILDER NAME: _____ CERTIFICATE NUMBER: _____
HOMEOWNER NAME: _____
ADDRESS: _____ CITY: _____
SUBDIVISION: _____ STATE: _____ ZIP: _____
HOME PHONE: _____ WORK PHONE: _____ CELL PHONE: _____
E-MAIL ADDRESS: _____

CLAIM INFORMATION

1. Please describe the nature of the Defect as accurately and specifically as possible (if necessary, attach a separate sheet of paper): _____

2. Date you first noticed the alleged structural defect: _____

3. Have you read the warranty book on how to make a structural claim? YES _____ NO _____

4. Do you think the alleged defect renders the house unlivable? YES _____ NO _____

5. Have you obtained an engineer's evaluation and/or have pictures regarding the alleged structural defect(s)? If yes, attach the evaluation and/or pictures. YES _____ NO _____

6. Have you installed and/or put in place any new improvements to the home that may prohibit or inhibit the repairs to the alleged structural defect(s)? If yes, attach details. YES _____ NO _____

7. Have any previous repairs been performed by you or someone under your direction? YES _____ NO _____
If yes, attach complete details and describe the nature of the repairs and who made them.

SUBMITTED BY: _____ DATE: _____
PRINT NAME

SIGNATURE: _____

Please note that the total claim and repair process may take 60 days to complete. If necessary, we may contact you for more information. A person who knowingly submits a fraudulent claim is guilty of a crime.

ACCESSING YOUR WARRANTY DOCUMENTS AND HOMEOWNER RESOURCES



To view, print, and/or download your Warranty Booklet and Certificate of Warranty Coverage, please visit StrucSure's online portal at <https://warranty.strucsure.com>.



To learn more about the many benefits our warranty coverage offers, please visit <https://www.strucsure.com/homeowners>.



If you are unable to access your warranty documents via our portal or need documents mailed to you because you don't have access to a computer, please call us at **1.877.806.8777**.



STRUCSURE
HOME WARRANTY

**HOW THE NATION'S BEST BUILDERS
PROTECT THEIR BUYERS**

Strucsure Home Warranty

6825 E Tennessee Ave, Suite 410

Denver, CO 80224

877.806.8777 (office toll-free)

877.906.0222 (fax)

www.strucsure.com

info@strucsure.com



MOEN®

Welcome Home

REGISTRATION, WARRANTY AND
ADDITIONAL PRODUCT INFORMATION



Welcome to Moen

For more than 80 years, Moen® has thoughtfully designed faucets and fixtures that boast meaningful innovations and exceptional reliability. We hope your experience with Moen products adds to the enjoyment of your new home.



REGISTER PRODUCTS WITHIN YOUR NEW HOME

Register to activate your warranty and get even more benefits:

- Receive exclusive discounts on future purchases
- Access fast technical service

To register your products, visit register.moen.com

Not sure what model number you have?

Use the Moen Faucet Finder at

<https://www.moen.com/customer-support/faucet-finder>
to find your faucet and register it with Moen.

LEARN ABOUT OUR WARRANTY

Most Moen faucets are backed by Moen's Lifetime Limited warranty. To learn more about our product warranties, visit [moen.com/customer-support/warranty](https://www.moen.com/customer-support/warranty)

MOEN CUSTOMER SERVICE

US Customer Service

1-800-BUY-MOEN (1-800-289-6636)

Canada Customer Service

1-800-465-6130

or Visit us at

[moen.com/customer-support/contact-us](https://www.moen.com/customer-support/contact-us)

Care and Cleaning

FAUCET FINISHES

FINISH	USE	NEVER USE
Spot Resist® Finish**	<ul style="list-style-type: none">• Mild soap• Immediately rinse thoroughly with warm water• Dry with clean soft cloth	<ul style="list-style-type: none">• Cleaners with abrasives• Abrasive sponges/steel wool• Ammonia• Bleach• Sodium hypochlorite• Organic solvents (e.g., alcohols)• Harsh chemicals/cleansers (e.g., lime scale removers)
LifeShine® Finishes*, ** Classic Stainless Brushed Gold Brushed Nickel Polished Nickel	<ul style="list-style-type: none">• Damp cloth and mild liquid soap for a limited amount of time• Most household cleaners (including mild abrasives) when used according to their manufacturers' instructions• Immediately rinse thoroughly with warm water• Dry with clean soft cloth	<ul style="list-style-type: none">• Harsh chemicals/cleansers (e.g., lime scale remover)• Pad/sponges that are unsafe for polished metallic surfaces
Chrome Finish**	<ul style="list-style-type: none">• Most household cleaners when used according to their manufacturers' instructions• Immediately rinse thoroughly with warm water• Dry with clean soft cloth	<ul style="list-style-type: none">• Cleaners with abrasives• Abrasive sponges/steel wool• Harsh chemicals/cleansers (e.g., lime scale remover)• Pad/sponges that are unsafe for polished metallic surfaces
Organic Finishes Black Stainless Glacier Matte Black Mediterranean Bronze Oil Rubbed Bronze Wrought Iron	<ul style="list-style-type: none">• Most household cleaners when used according to their manufacturers' instructions• Immediately rinse thoroughly with warm water• Dry with clean soft cloth	<ul style="list-style-type: none">• Cleaners with abrasives• Abrasive sponges/steel wool• Organic solvents (e.g., alcohol)• Harsh chemicals/cleansers (e.g., lime scale remover)
Clear Knob style handles	<ul style="list-style-type: none">• Cleaners approved for acrylics and used according to their manufacturers' instructions• Immediately rinse thoroughly with warm water• Dry with clean soft cloth	<ul style="list-style-type: none">• Cleaners with abrasives• Abrasive sponges/steel wool• Harsh chemicals/cleansers (e.g., lime scale remover)• Pad/sponges that are unsafe for polished metallic surfaces

**To remove water spots a 50/50 blend of household vinegar and water can also be used, followed by rinsing with water and drying with a soft cloth. Moen suggests the periodic application of a quality furniture polish, especially for matte or textured finishes (alternatively non-abrasive wax, such as car wax or furniture wax may be used). Furniture polish or wax may result in a slight color change, but will not harm the finish. Polish or wax can be tested on a less visible surface first.*

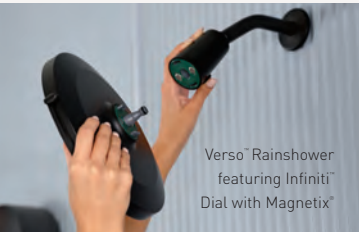
***Most green, fibrous pads/sponges contain microscopic mineral particles that can scratch a faucet's finish. Cleaner manufacturers may change their formulations at any time. Moen does not recommend any specific cleaner. Failure to comply with these cleaning instructions may void warranty.*

SHOWER FIXTURES

Maintain your Moen shower fixture with the same cleaning tips recommended for Moen faucets. If a showerhead sprays unevenly, it may be clogged with mineral deposits.

Unscrew the swivel ball nut using a wrench or channel-type pliers. Be sure to wrap the jaws of the tool with masking tape or use a cloth to prevent scratching the finish. Unscrew the collar nut from the showerhead; clean the outlet and inlet holes with a thin wire and flush the head with clean water.

Tip: Have a shower that isn't regularly used?
Run the water for a few minutes each month.



FRUSTRATION-FREE CLEANING

Magnetix magnetic-docking technology featured in the Verso Rainshower eliminates the frustration of showerhead cleaning—simply remove the showerhead, soak in a cleaning solution, wipe clean and snap back into place.

Sink Care and Cleaning

MOEN® STAINLESS STEEL SINKS

Do not use bleach. Even when diluted, bleach can cause corrosion when exposed to stainless steel for extended time periods. If bleach does come in contact with your sink, rinse thoroughly.

Do not use steel wool pads. This can cause rust or pitting of the sink surface.

Do not leave rubber mats and wet sponges, cloths or cleaning pads in the sink. Food particles and deposits can cause discoloration.

Do not leave liquid soap to dry on the sink surface. Many detergents contain chemicals that can dull the finish, or cause pitting or staining.

MOEN GRANITE SINKS

Do not store cleaners and chemicals containing chloride (bleach, acid, drain cleaners or toilet bowl cleaners) beneath the sink.

Do not use dish drying mats. They can trap soap and dirt making sink maintenance more time-consuming and cultivate harmful bacteria.

Do not leave standing water in your sink, especially if water contains anything that could stain the sink (i.e. coffee or tea).

Do not use strong abrasive cleaners.

FIRECLAY KITCHEN SINKS

Rinse thoroughly and use a soft cloth to wipe the product dry after each use.

Soft abrasive cleaners may be used when necessary to clean the products. Strong abrasive cleaners will scratch and dull the surface.

Do not store open containers of cleaners or chemicals such as acids, bleach, sodium chloride, lye, toilet bowl cleaner, drain cleaner, or hard water stain removal products under your sink.

Moen's kitchen sink accessories, including bottom bowl racks, wire rinse baskets, cutting boards and colanders will help to protect the surface of your sink.

Success with cleaners and procedures is dependent upon such factors as the hardness and temperature of the water, using exact measurements of ingredients, changes in cleaning formulas and the condition of the product being cleaned. Since there are variations within these factors, we cannot guarantee the effectiveness of the formulas mentioned.

Cleaner manufacturers may change their formulations at any time. Moen does not recommend any specific cleaner. Failure to comply with these cleaning instructions may void warranty.

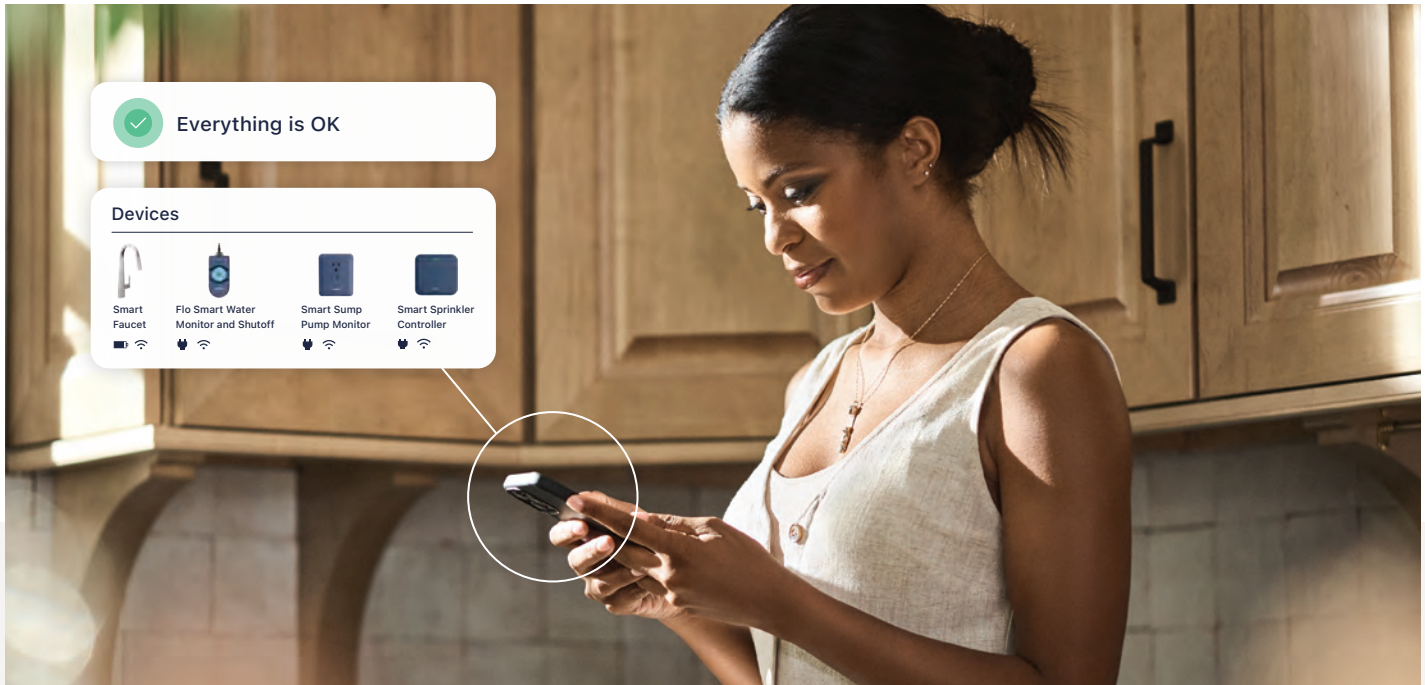
Note: Water quality can also affect the appearance of your sink. Where hard water with high iron content is present, a brown stain that looks like rust may appear. In areas with water that has a high concentration of minerals or over-softened water, a white film may appear on the sink. If either condition exists, we recommend drying the sink with a soft towel after each use.

	SITUATION	RECOMMENDED CLEANER	METHOD OF APPLICATION
STAINLESS STEEL	Routine Cleaning	Soap, ammonia, detergent and water	Rub with sponge or cloth. Rinse with clean water and dry. Satisfactory for all types of finishes.
	Smudges and Fingerprints	Window or glass cleaner	Rub with cloth. Satisfactory for all types of finishes.
	Persistent Spots	Stainless steel cleaner	Apply with sponge or cloth. Rub back and forth in direction of grain lines. Rinse with clean water and dry. NOTE: Not for mirror finishes.
	Hard Water Spots	Vinegar (full strength)	Swab and soak for 5–10 min. Rub, then rinse with a neutralizer—such as baking soda solution. Rinse with clean water and dry.
	“Rusty” Discoloration and Atmospheric Stains	Any of the above with their method of application or 50/50 white vinegar with water; Bar Keepers Friend®; Fantastic® Anti-bacterial Heavy Duty; Formula 409® Anti-bacterial All Purpose; Green Works® All Purpose; Windex®	Use mild abrasive cleaner. For stubborn stains and water marks wipe with Mr. Clean® Magic Eraser® and either water or a 50/50 white vinegar and water solution. Towel dry with a cotton cloth.
GRANITE	Routine Cleaning	50/50 white vinegar with water; Bar Keepers Friend®; Fantastic® Anti-bacterial Heavy Duty; Formula 409® Anti-bacterial All Purpose; Green Works® All Purpose; Windex®	Use mild abrasive cleaner. For stubborn stains and water marks wipe with Mr. Clean® Magic Eraser® and either water or a 50/50 white vinegar and water solution. Towel dry with a cotton cloth
	Dull Color	Mineral Oil	Apply 1 to 2 teaspoons of mineral oil to a clean, dry cloth. Evenly distribute the oil in a thick layer and allow it to sit for about 2 minutes, and then wipe away any excess.



Smart Water Network

The Moen® Smart Water Network simplifies your life and gives you peace of mind by creating a deeper connection with the water in your home. Control and customize all interactions with water to elevate your experiences to a level that has never before been possible.



A SMARTER WAY TO CONTROL YOUR WATER

The Moen Smart Water Network simplifies your life and gives you peace of mind by creating a deeper connection with the water in your home. Control and customize all interactions with water to elevate your experiences to a level that has never before been possible.



Smart Customizable Water

Your water, your way. From dialing in the perfect 102° for your morning shower, to using your voice to dispense exactly 2 tablespoons of water or selecting the water temperature and flow rate with just the swipe of a hand at the kitchen sink, Moen's Smart Shower and Smart Faucets make it simple to personalize your every interaction with water.



Smart Water Security

Never waste a drop again with Moen® Smart Water Security. With the power to reduce annual household water wasted by 90% or more, Smart Water Security products monitor your home's water to help prevent leaks and costly water damage, while also tracking your water usage to identify opportunities to conserve.



Smart Water Irrigation

Effortless outdoor watering, all from the palm of your hand. The Smart Sprinkler Controller and Smart Wireless Soil Sensors offer automated and customized outdoor watering routines, adapting to the unique needs of each lawn—and bringing the power of Moen's Smart Water Network to the area of the home where water is used most.

MOEN SMART WATER APP

The free iOS/Android™ Moen Smart Water App is easy to set up and allows you to control all of the features and benefits of the products in your Moen Smart Water Network from customized settings and personalized presets to monitoring water usage and automatic shutoff.



Hands-Free Faucets

Faucets that respond the instant you need them, delivering exceptional, hands-free convenience. Touchless operation helps you control the spread of germs and means your faucet needs less cleaning.



KITCHEN AND BATH MOTIONSENSE WAVE™

Single sensor faucets available in the kitchen and bath allow you to easily turn water on and off with the wave of a hand. Perfect for when your hands are too full or too messy to turn on the faucet.



SMART KITCHEN FAUCET

Control your faucet in four different ways. Use the handle, your voice, hand motion, or the Moen Smart Network app and control water without ever touching your faucet's handle.



SMART KITCHEN FAUCET WITH MOTION CONTROL

The only faucet you never need to touch with controls that you can mix and match, including advanced sensor control, voice control and customizable commands through the Moen Smart Water app.



"Tell Moen to wash my hands."

On command, Smart Faucets and Smart Faucets with Motion Control will wet hands, pause water for 20 seconds while you soap-up, and restart again when it's time to rinse.

Water filtration

CLEAN WATER AT YOUR FINGERTIPS

Moen is continuing to enhance the experiences you have in the home with, comprehensive water filtration solutions that allow you to enjoy every sip right from your kitchen sink. Moen filtration options include both carbon filtration and reverse osmosis and can be installed both as under-sink systems and above-deck faucets that elevate style and functionality while allowing you to customize your system to meet your exact needs and preferences. Moen water filtration products can remove potentially harmful contaminants from your tap water and are better for the environment by helping to reduce plastic waste.



Garbage Disposals

PERFORMANCE YOU CAN TRUST, ABOVE THE SINK AND BELOW

Moen's quality, style and performance are proven above the sink and below. In addition to faucets, sinks and accessories, Moen offers a full line of garbage disposals to power your daily grind.

Plus, Moen's Limited Warranty with in-home service guarantees peace of mind that homeowners will receive the same level of customer service for garbage disposals that Moen provides for the rest of its products.

POWERFUL FEATURES AT YOUR DISPOSAL

- Simple Swap: Universal Xpress Mount fits all Moen and most existing assemblies, including InSinkErator® brand.*
- High-speed VORTEX POWERED® permanent magnet motor technology grinds finely and helps reduce jamming.
- Power cord easily removes for optional hardwiring.
- Built to last and backed by Moen's Limited Warranty with In-Home Service.
- A full range of horsepower levels to best match homeowners' disposal needs. Safe to use with properly sized septic tanks.
- Motion activated light for better visibility under the cabinet, with a positionable sensor making it easier to adapt to any installation.**
- 360° Clean Rinse Technology helps eliminate odors in the sink by thoroughly rinsing away food scraps in the disposal chamber for a cleaner, fresher kitchen. Available on most Moen garbage disposal models.

* Neither Moen Incorporated nor this product is affiliated with or endorsed by Emerson Electric Co. or the InSinkErator® Brand

** Feature only available on the Moen EXL100C

FIND THE DISPOSAL THAT'S RIGHT FOR YOUR LIFESTYLE

From cooking enthusiasts to those who rarely cook from scratch, Moen offers a disposal with the right amount of grinding power to make kitchen cleanup a breeze.



The Chef
Series

1 HORSEPOWER

For those who love to get creative in their kitchen and need the strongest cleanup possible.



The Host
Series

¾ HORSEPOWER

Meets the demanding needs of those who frequently cook for guests and need advanced cleanup power.



The Prep
Series

½ HORSEPOWER

Designed for those who slice, dice and peel as part of basic meal prep, and need a little more help with cleanup.



The Lite
Series

⅓ HORSEPOWER

Tailored to those who rarely cook from scratch and just want cleanup to be simple and efficient.

LIMITED WARRANTY WITH IN-HOME SERVICE

Moen's Limited Warranty with In-Home Service guarantees help is there when you need it. If service is requested during the warranty period, Moen will have a service agent repair or replace the disposal in your home at no charge if the product has been manufactured defectively.***

Service Request Process

1. Homeowner contacts Moen by calling **1-800-BUY-MOEN** (1.800.289.6636). Homeowner will need to provide proof of purchase.
2. Moen Customer Service Representative will ask a series of troubleshooting questions. If product requires inspection and service, the homeowner will be given the phone number of a Moen authorized service professional.
3. Homeowner schedules appointment with service professional.
4. Service professional provides service to homeowner generally in 7–10 business days

*** Warranty terms are for the original residential consumer, in USA and Canada only. Warranty is not transferable to subsequent owners of the residence. Some restrictions apply for commercial applications.

Warranty Length—Original Consumer

Moen Garbage Disposals have warranty lengths that vary by model, ranging from 5–10 years.

To view the complete product warranty information on the Moen Garbage Disposals, including the most up-to-date warranty terms, visit **moen.com/customer-support/warranty** and select “Garbage Disposals”.

M•PACT®

Common Valve System

THE ONLY SHOWER VALVE YOU'LL EVER NEED

With the M•PACT common valve system, you don't have to live with the same style in your bathroom forever. You have the freedom and flexibility to change at your leisure. Once an M•PACT valve is installed, you can remodel your shower in minutes without the mess of opening up a wall or replacing plumbing fixtures. Moen fixtures are, of course, built to last, but as your needs and style evolve, you can make design changes to the trim and refresh your bathroom. The M•PACT common valve system is available for the following applications:

- Tub/shower combinations
- Shower only setups
- Freestanding tub fillers
- Wallmount tub fillers
- Roman tub faucets
- Wallmount bath faucets



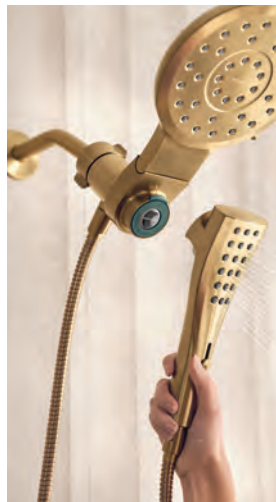
Fast, easy, fabulous.

To view our M•PACT-compatible faucets, visit [moen.com/mpact](https://www.moen.com/mpact).

Showering

SHOWER RAIL

With industrial-inspired sophistication, Moen's Annex™ Shower Rail combines fashion and function, letting you enjoy both the showerhead and handshower of your choice. Versatile Annex installs without disturbing existing tiles or having to change the height of the showerhead, so you can easily add a handshower to your shower design without opening up a wall or adding/replacing plumbing valves.



MAGNETIX® HANDHELD SHOWERS

Magnetix showers feature an innovative magnetic docking system. The powerful magnetic dock allows for easy release of the handshower and a secure snap back into place—even when eyes are closed.

The Verso Shower featuring Infiniti™ Dial allows for you to create the experience that's right for you by sliding the dial to find the perfect blend of sprays.

Bath Safety and Accessories

MAKE EVERY BATH A SAFE BATH™

Safety is for everyone and every bath. And it can be beautiful too. Moen offers durable, ADA-compliant designs—from grab bars to furniture—that combine innovative function with a look that easily coordinates with the style of your bath.

STYLE AND SAFETY

Moen Designer Grab Bars provide the style you desire and the safety you need. Offered in a range of styles and finishes, Moen has a designer grab bar that will complement your bath. Optional SecureMount™ Anchors allow for easy, secure installation on the wall with no studs required, so you can position the grab bar precisely where you want it.

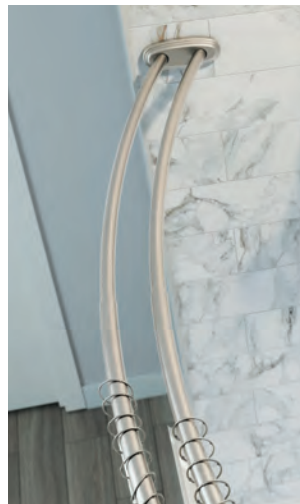


MULTIFUNCTION DESIGN

Moen Accessories with Grab Bars combine the style and safety of designer grab bars with common bath essentials: a towel bar, paper holder and wall shelf. The multifunction design allows you to add style and increased safety while reducing clutter in the bathroom.

SHOWER RODS

Moen offers a selection of shower rods to complete the look of your bath. Choose between the classic straight shower rod and a curved shower rod, which provides additional elbow room. Moen shower rods are also available in multiple mounting systems—tension or fixed. Available in three finishes to meet most any design preference.



ADD THE FINISHING TOUCH TO YOUR BATHROOM WITH MOEN ACCESSORIES

In the intimate space of the bathroom, well-coordinated details make all the difference between achieving ordinary and outstanding results. Since every decision matters, Moen offers an exciting array of accessories to enhance the look, functionality and safety of your bath. In matching finishes and your choice of Traditional, Transitional and Modern styles, you can choose from fixtures including:

- Towel bars and towel rings
- Toilet paper holders
- Decorative tank levers
- Robe hooks
- Shelves
- Knobs and pulls
- Lighting
- Designer grab bars
- Shower rods

Accessories not only serve a functional purpose in the bathroom but also bring a touch of style to kitchens. Incorporating towel bars and towel rings next to kitchen sinks or on islands adds a practical and aesthetic element. Hooks are ideal for hanging potholders, while decorative shelves can hold spices, adding both convenience and visual appeal. Additionally, cabinet pulls and knobs contribute to the overall style of the room, ensuring a cohesive and stylish look throughout the kitchen.



How to Handle a Plumbing Emergency

HANDLING A PLUMBING EMERGENCY

Although plumbing emergencies are rare, the best way to prepare is to plan ahead. To act swiftly when a plumbing situation occurs, familiarize yourself with the location of main water shutoff valves, and ask your builder or a neighbor to refer a reliable local plumber before the need arises. Moen recommends the following steps to prepare for a plumbing situation.

Remember, a few minutes of your time now will ensure that a problem will be resolved quickly and properly in the future.

FIND A 24-HOUR PLUMBING CONTRACTOR JUST IN CASE

Homeowners know that if anything is to go wrong in your home, it will usually go wrong at the most inconvenient time—in the middle of the night or during a holiday. For that reason, it is important to have handy the name of a reliable plumbing contractor offering 24-hour service.

You can find the names of plumbers online or google, or ask for recommendations from your builder, friends or neighbors. A quick call to make sure that the plumber offers 24-hour service is a good idea.

FIRST, LOCATE YOUR HOME'S MAIN SHUTOFF VALVE

First and most important, find the main water shutoff valve to your home. There is no standard location for water shutoff valves within homes but there are a few simple ways to find it. If you have city water, check your basement in the same area as the outdoor hose connection or water spigot but on the interior wall. Check the crawl space close to the water heater or under the kitchen sink. Check your water heater tank if your home is built on a slab.

Make sure that the area where the valve is located is kept clear and free of obstruction. Tag the valve so that you will be able to find it easily in an emergency. By shutting off this valve, you will shut off water to your entire house. This is an instant action you can take for serious situations.

If the emergency calls for the main water system to be shut off and you have an electric hot water heater, the electric water heater must also be shut off. The electricity can be shut off by either removing the fuse from the fuse box or switching the appropriate breaker to the “off” position.

The electricity to the hot water tank should not be turned back on until the water tank has been refilled with water. Consult your owner's manual for details.

TAKE A PLUMBING DISCOVERY TOUR OF YOUR NEW HOUSE

The plumbing system in your home includes a series of emergency shutoff valves.

Take a tour of your home to find each of these shutoff valves. The items you should take on your tour include a flashlight, adjustable wrench, pliers and some way to label each valve once identified.





LOCATE THE KITCHEN SINK SHUTOFF VALVES

Below your kitchen sink, you will probably find the shutoff valves for both the hot and cold water supply lines. In some cases, the valves will be in the basement, just below the kitchen. Sometimes valves may be both below the sink and in the basement. Once you find the valves, open and close them to make sure they are functioning properly. It is important to check these valves often, as they may become “frozen” from lack of use. Usually a wrench applied to the control handle will free up the valve, turning clockwise to start to close the valve since it is probably in the open position. However, do this carefully to avoid breaking off the control handle.

After freeing the valve, restore it to the open position and check for leaks around the stem. Minor leakage can be stopped by applying a wrench to the cap or a packing nut, turning clockwise to tighten. Finally, tag the valves for future reference. If the handle can’t be moved, it is usually best to have it serviced by a plumbing contractor.

IMPORTANT

If you shut the water off at the main valve, make sure the hot water tank is turned down to pilot. If you have a hot water heating system, you must also check to make sure the furnace has a sufficient supply of water so it does not run dry. Each radiator also has an individual shutoff valve.

LOCATE THE BATHROOM SHUTOFF VALVES

In the bathroom, there are five shutoff valves operating the faucet, toilet and bathtub/shower. The faucet valves for hot and cold water are located below the sink for easy access. The hot and cold tub/shower valves may be located in the basement. The toilet has a single, cold-water valve normally installed below the tank.

Be sure to carefully test and label each valve.

LOOK FOR ADDITIONAL VALVES

Continue the plumbing discovery tour in every room that has a plumbing-related appliance. Be sure to locate, test and tag valves to the washing machine, dishwasher, hot water heating system, water heater, water softener—every place in the house where water is used. Most of these will have shutoff valves conveniently located near the appliance. If you have a hot water heating system, you will find a cold-water shutoff valve near the furnace (see previous instructions for shutting off the main water supply).

Once you have found and tagged all the valves, plan to take the tour with all members of the family so everyone knows how to handle an emergency.

With most new construction, your plumbing system is under warranty. Please check with your builder or contractor to find out what warranty protection you have in case of an emergency.



Although descriptions are believed correct at publication approval, accuracy cannot be guaranteed. Moen® reserves the right to make product specification changes from time to time, without notice or obligation, and to change or discontinue models.

U.S. Headquarters:

Moen Incorporated
25300 Al Moen Drive, North Olmsted, OH
44070-8022

1-800-BUY-MOEN

[moen.com](https://www.moen.com)

Canada Headquarters:

Moen Incorporated
2816 Bristol Circle, Oakville, Ontario
L6H 5S7

1-800-465-6130

SMART HOME AUTOMATION



Included in your new home

- CPI Smart Hub
- Video Doorbell*

* Package does not include recording

Video Doorbell

- Monitor your front door anytime
- Two-way audio & real-time communication
- Expansive vertical & horizontal field of view
- AI technology for real-time video alerts

You call and we'll handle the rest

Our technicians are also trained to mount televisions, set up whole-home audio, configure your wi-fi network, and activate any additional z-wave devices that may come with your home—such as keyless door locks, garage door openers, and smart thermostats.



Call for Activation
after your closing
844-734-7233

CPISECURITY®



cpisecurity.com/homebuilder-partner



Exclusive 1 Year Limited Warranty

Every Stonequarters, LLC job that is covered by our exclusive 1 Year Limited Warranty is protected against defects in manufacture by Stonequarters, LLC, provided that Stonequarters, LLC installs the job. This Warranty applies only to the initial owner of the job.

What Stonequarters, LLC will do:

If the product develops a manufacturing defect within the one year period, it will be repaired or replaced (a countertop of equal value and similar (if not the same) appearance will be supplied) at our option, provided that:

- The installed Stonequarters, LLC product has not been removed from the location of initial installation.
- The owner provides proof and date of purchase to Stonequarters, LLC

This Limited Warranty does NOT Cover the Following:

- Stonequarters, LLC will not repair a defect if installation was not performed by us.
- Stonequarters, LLC will not provide any warranty service if the product shows evidence that it has been tampered with, misused, abused, or altered, including chemical abuse (i.e., any staining) and physical abuse (i.e., chips in stone). Chips of any kind should be noted before the homeowner takes possession of the home. *We will be happy to provide you with a poultice recipe to draw out oil stains if they occur.* Stonequarters, LLC will provide recommendations and/or assist in repair work not covered under the warranty; additional charges may apply.
- Stonequarters, LLC will not warranty any honed material, any marble, travertine, limestone, slate or onyx in the case of scratching, staining, or structural integrity as these surfaces may be more susceptible to damage due to lack of polish or other unique physical characteristics. However, Stonequarters, LLC will seal each piece of material prior to or at the time of installation in an effort to improve the material's ability to combat staining.

When purchasing a new construction home with granite countertops-- it is the responsibility of the purchaser to seal their countertops once they receive ownership of their home. Stonequarters, LLC does seal all installed countertops, but due to the porosity of the stone, different cleaning products used after installation, and the amount of time between install and the house being sold - the sealer can become ineffective. Granite sealers can be found at most home improvement stores, the following sealers can be found at Lowes or Home Depot: Granite Gold Sealers, Rock Doctor, and Fila Refresh.

The following are instructions on how to seal your countertops:

1. Clean your granite countertops with mild kitchen cleaner
2. When countertops are completely dry, use a dry clean cloth to apply sealer
3. Wipe the sealer on the countertops surface, making sure to impregnate all top surfaces including edges and granite backsplashes (want tops to be wet but not soaked)
4. Allow the first coat to dry then apply a second coat, most sealers take 24 hours to become effective so do not prepare food on countertops for 24 hours (also refer to your sealers instructions labeled on the container.)

The following are guidelines for countertop maintenance:

- DO - Clean all spills immediately. Leaving spills for a long time, even on sealed material, can stain the material.
- DO - Use trivets or hot pads on countertops. While granite, quartz, and soapstone are very heat resistant, sudden large temperature changes are not recommended.
- DO - Use warm water and a soft cloth or sponge to clean countertops. Use a PH neutral cleaner. Prolonged use of cleaner, including dish soap, can leave a dull film. This can be removed with a granite cleaner or polish.
- DO - Seal your granite every year or so.
- DO - Place toiletry items in baskets when keeping them on vanity tops to prevent staining.
- DON'T - Leave spills on countertops for any length of time.
- DON'T - Use bathroom cleaner, grout cleaner, tub cleaner, vinegar, bleach, ammonia, or any abrasive cleaners on countertops.
- DON'T - Sit or stand on countertops.

Repair or Replacement of your Stonequarters, LLC project:

If your project should need repair or replacement as a consequence of defects in manufacture by Stonequarters, LLC please contact us:

Stonequarters, LLC
2910 Thomas Sumter Hwy.
Sumter, SC 29153
(803) 469-4222
warranty@stonequarters.net

Stonequarters, LLC 1 Year Limited Warranty coverage is your assurance of lasting quality. If we can answer further questions regarding this warranty, please contact Stonequarters, LLC directly by emailing or calling our office 803-469-4222. Please note that we may substitute a product of equal and similar appearance on both in-warranty and out-of-warranty repairs and replacements.

RESIDENTIAL RESILIENT LIMITED WARRANTY

Shaw Industries, Inc. ("the Company") warrants its flooring products under this Limited Residential Warranty when used in the proper fit for use indoor residential applications. The warranty belongs to you, the original owner or duly equipped end-use purchaser, and begins when you purchase the resilient and extends for the limited warranty period stated on the product specification. The basis of any warranty related claim is the original "Company" invoice or authorized "Company" dealer. The flooring must be installed in accordance with the Company's installation guidelines and specifications. The product must be maintained in accordance with the Company's maintenance recommendations and such maintenance continues throughout the duration of the original installation. Damage resulting from a failure to follow installation and cleaning/maintenance guidelines will not be covered under this warranty. Installation guidelines, specifications, and product care recommendations can be obtained from your dealer. For additional information, please see the bottom of this page.

WHAT THE WARRANTY COVERS

Manufacturing Defects – The Company warrants that the flooring product will be free from manufacturing defects during the period of this warranty. Manufacturing defects include but are not limited to delamination, core voids, thickness variation, and dimensional stability defects. Dimensional stability related defects are defined as dimensional changes in the width and/or length of the product greater than the tolerances as defined in ASTM F2199. Dimensional variation is defined as thickness, length, width and squareness measurements that exceed ASTM tolerances.

Wear – The Company warrants the resilient floor product will not wear through to the pattern/decor layer under normal use during the period of this warranty. Normal use is defined as light to moderate foot traffic.

Waterproof Warranty

This warranty covers topical moisture as long as the water does not flow over the edge of the surface (edge of the room, cut boards, etc.). Shaw warrants that for the lifetime of stated warranty period from the date of original purchase, your Shaw product will not swell, cup or crack due to:

- Normal cleaning practices (see care and maintenance document for additional information)
- Moisture due to everyday household spills (see care and maintenance document for additional information)
- Normal moisture levels from subfloor when exposed to such conditions (see installation instructions document for additional information)

While moisture will not affect the product's integrity, it is possible that, when excessive moisture accumulates in buildings, subfloors, or on building materials, mold (and/or) mildew growth can occur - particularly if the moisture problem remains undiscovered or unaddressed. In addition, such excessive moisture levels can cause the ends and/or sides of the product to lift/flare due to the vapor pressure from underneath. Such damage from excessive moisture levels (as outlined in the installation instructions document) are not covered by this warranty. All sources of subfloor moisture should be remedied prior to installation.

Petproof Warranty

The Company warrants that your luxury vinyl floor will resist staining caused by pet (domestic cat or dog) stains, including urine, feces, and vomit. Stain resistance means the ability of your floor to resist (i.e., minimize or withstand) permanent stains for as long as you own your floor. Cleaning of the affected area should begin immediately upon discovery. The more time that elapses before removal, the more difficult a stain will be to remove.

The Limited Petproof Warranty DOES NOT COVER: Any urine, feces, or vomit stains other than pet.

Scratch Warranty - Our Scratch Technology will extend the life and beauty of the flooring surface by offering superior resistance to scratches that occur through normal, day-to-day residential use and cleaning. For the purpose of this warranty, a "scratch" is defined as "a permanent (not removable by cleaning) break or score in the flooring's surface caused by a sharp or pointed object". To be covered by this warranty, the scratch must be evident in size and visible from a standing position in normal lighting. This warranty is limited to the cost of replacing the damaged planks/tiles only - not the entire floor.

No flooring surface is "scratch-proof" - heavy and sharp objects can and will severely damage any floor if the right precautions aren't taken. As such, this warranty does not cover: damage incurred due to abuse/negligence, abnormal environmental conditions or use contrary to care instructions.

Examples of damage not covered by this warranty would include damage from the following:

- Gouging from sharp objects such as, but not limited to, knives or scissors
- Broken caster wheels with sharp edges that result in gouging
- Broken furniture, table or chair feet with sharp edges that result in gouging
- Severe impact from heavy falling objects
- Sharp debris tracked in on shoes from the outside, such as, but not limited to, rocks, that result in gouging
- Shaw products are not warranted against squeaking, popping or crackling. Some squeaking, popping, or crackling is possible when installed using floated methods.

Below are recommended precautions that are commonly and effectively taken to greatly reduce the possibility of incurring scratches/gouges to flooring:

- Always utilize protective coverings/pads on the feet of furniture, chairs and tables
- Chairs/furniture with casters should be fitted with soft rubber wheels, an adequate protective mat or protective caster cups placed under the furniture
- Walk off mats at every outside entrance should be utilized to limit the floors exposure to abrasive debris.

WHAT CONDITIONS APPLY

For jobsite and floor preparation conditions, see product specific installation guidelines. Any moisture related testing (i.e. relative humidity, pH, and calcium chloride) is the responsibility of the installer.

The following are not covered by this warranty:

- Damage caused by any of the following:
 - Fire, burns
 - Flooding
 - Subfloor moisture emissions
 - Alkali emissions
 - Vacuum cleaner beater bar
 - Intentional or accidental abuse
 - Castor chairs/rolling loads – use chair pads under castor desk/rolling chairs
 - Moving heavy appliances
 - Cuts or gouges from sharp objects
- Surface scratches unless covered by a scratch warranty
- Residual indentations or gouges resulting from heavy static loads, heeled shoes, spiked shoes, metal cleats or skates. Use floor protectors under stationary furniture legs/feet to distribute weight loads
- Changes in color or appearance resulting from, but not limited to, sunlight exposure or heat exposure
- Changes in shade, texture, or gloss over time
- Outdoor applications
- Minor shading, color, or texture difference between the store samples or marketing photography and delivered product
- Performance failures resulting from failure to follow the appropriate Shaw installation instructions
- Damage resulting from failure to follow Shaw care and maintenance guidelines including, but not limited to, use of non-approved cleaning agents or abrasive scouring pads
- Stains resulting from, but not limited to, spills, mold, chemically reactive materials, adhesives
- Losses due to inconvenience, loss of time, incidental expenses, or consequential damages

This warranty excludes all casualty events normally covered by homeowners insurance including, but not limited to, damages caused by fire, flooding, or standing water from leaking plumbing, faucets, or household appliances.

Shaw products are not warranted against squeaking, popping or crackling. Some squeaking, popping, or crackling is possible when installed using floated methods.

WHAT IF YOU NEED WARRANTY SERVICE

You, the original purchaser, will contact your authorized Company Dealer and/or Sales Representative for warranty or claim service. Please provide a valid proof of purchase and a detailed description of the issue, along with photographs showing the concern. Samples should be submitted for testing when available.



WARRANTY

Dealers/Shaw Sales Representatives will file a claim via www.shawnow.com and submit the information you provided. A Shaw claims representative will thoroughly evaluate your claim. Claims contact information: Shaw Industries Financial Services, PO Box 2128, Dalton, GA 30722 - 1-800-446-9332 option 2.

WHAT WILL SHAW DO

Replacement resilient will come from current running-line products comparable to the warranted product.

Within Two Years: Claims on defects of this product as covered by this warranty that are reported in writing within two year of purchase, Shaw will arrange a credit based on the original purchase of the product or replace the product. If professionally installed, reasonable labor costs are included.

After Year Two: Claims on defects of this product, as covered by this warranty, that are reported in writing after two years of purchase and within the specified warranty coverage term, Shaw will arrange a credit based on the original purchase of the product or replace the product. Labor costs are not included.

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not practical, the Company may, at its sole option, replace the affected resilient or refund the proportional purchase price for the affected area. The Company will pay the reasonable costs for freight and labor. Any additional costs incurred will be at the consumer's expense.

NOTE: The warranty is not transferable. It extends only to the original owner occupied end-use purchaser. Shaw Industries Inc. does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw Industries Inc. shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability).

All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

HOW TO PROTECT YOUR RESILIENT FLOOR

PREVENTING SCRATCHING, SCUFFING, GOUGE & MAR ISSUES

Luxury Vinyl Tile is a plastic and will scratch if proper preventative maintenance is not used. Many furniture protectors have plastic chair glides or protectors, this type of protection will scratch LVT flooring. A good rule of thumb, use soft protection on hard flooring. Shaw recommends using heavy duty felt protectors for furniture. Do not use felt protection that can be purchased retail as these protectors will easily fall off. There are three recommended websites where proper felt protectors can be ordered:

www.1877floorguy.com, www.expandedtechnologies.com, www.allglides.com

THREE KEYS TO PROTECTING YOUR FLOOR

To protect your floor from common surface issues remember the three key factors of protecting hard surfaces: Furniture Rests, Walk-Off Mats and Cleaning & Maintenance.

1. Proper furniture rests and protection

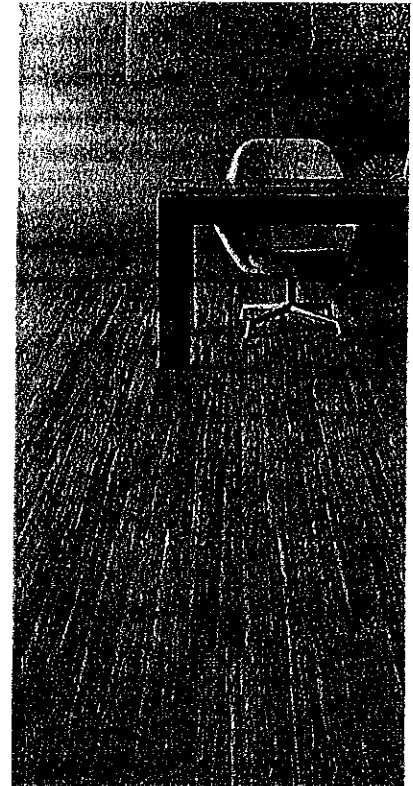
- The contact area should be large enough to distribute the load evenly, without damaging the floor.
- The contact area should be smooth, flat to provide full contact, and free of small protrusions, irregularities, roughness, depressions, mold lines, embedded dirt, grit, etc.
- All edges should be slightly rounded to prevent damage if briefly turned on edge.
- Furniture protection should be made of heavy duty felt. Resources for retro-fitting existing furniture can be found at www.1877floorguy.com or www.expandedtechnologies.com or www.allglides.com.
- Furniture protection should be manufactured from non-staining materials.
- Furniture protection should be properly maintained. Worn, damaged, or missing furniture rests should be replaced.
- Furniture, appliances, equipment, and other objects should be properly leveled so that all rests are fully and firmly on the floor at all times.

2. Walk-off mats at all main entries with proper maintenance.

Proper mats should have non-staining backing with PVC backed matting. A two-mat system works best.

- Soil Removal – used at exterior entrances to remove soil from shoes
- Absorbent mats – used inside to minimize moisture

3. Overall proper flooring maintenance performed on a regular basis. This will help remove debris from the floor to prevent scratching and abrading the surface. Using the proper pH neutral cleaner will prevent a sticky or dulling residue that can be left behind when using higher pH cleaners.



A GUIDE TO CLEANING, REPAIRING AND REPLACING

Understanding how to protect your floor will ensure longevity in the life of your product but it is also important to understand when a floor simply needs to be cleaned, repaired or replaced.

Terms to Know

Scratch

To score or mark the surface with a sharp object. This can be cleaned or repaired depending on the severity.

Abrasion Scratching

Wearing, grinding, or rubbing away by friction. This can be cleaned or repaired depending on the severity.

Light Scratch

Visible damage to the surface that is fixable when utilizing repair or cleaning techniques. This can be cleaned or repaired depending on the severity.

Deep Scratch

Penetration of the surface that damages the product beyond the ability to clean or repair the material. This might need to be replaced depending on the severity.

Gouge

A groove or cavity in the flooring surface accompanied by material removal and penetration below the immediate flooring surface. This should be replaced.

Scuff

Transfer of material onto the surface of the flooring from shoes or other objects. This can be cleaned.

Mar

Visual change to the surface of the product that is not a scratch or scuff and is not removable through cleaning efforts. This might need to be replaced depending on the severity.

Stain

Chemical or reagent that visual discolors the surface of the product that is not easily cleaned. This might need to be replaced depending on the severity.

Surface Dulling

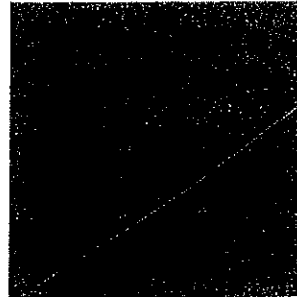
Defined as a change in gloss. This can be cleaned or repaired depending on the severity.

Color Change

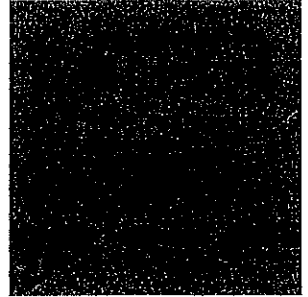
Discoloration of the product. This might need to be replaced depending on the severity.

Light Scratch, Repaired

Before

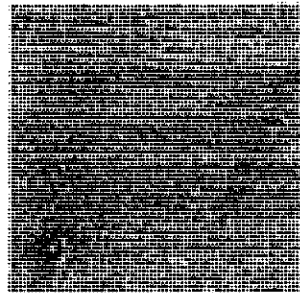


After

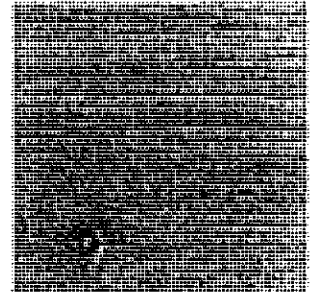


Scuff, Cleaned

Before

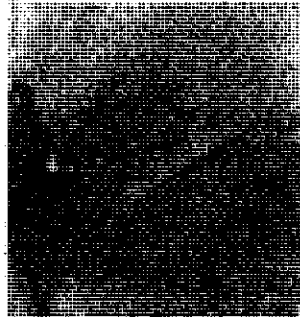


After

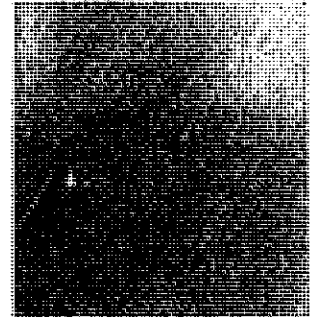


Mar, Repaired

Before



After





PURETECH™

PURETECH LIMITED
WARRANTY BROCHURE





We're proud of the many products we create with American craftsmen who make sure your PureTech™ floors are beautiful, durable, comfortable, and sustainable.

Mohawk offers an extensive variety of today's finest floor coverings. Ask your retailer about other expertly crafted Mohawk products specially designed to complement your home's interior and your personal decorative style.

At Mohawk, our brand is our reputation. We stand behind every product we make. Thank you for your trust in us, and we hope you enjoy your new Mohawk flooring.

MOHAWK PURETECH LIMITED WARRANTY

This brochure contains details of all the warranties featured on our PureTech flooring products. However, not all warranties apply to all products. The specific warranties applicable to each individual product line are designated on the samples featured by the authorized retailer at the time of the flooring purchase.

Please keep these important papers regarding your flooring on hand for future reference:

- This brochure
- Original receipt

Retaining these documents ensures that you'll have all the necessary paperwork handy in the unlikely event of a warranty claim. Mohawk also recommends keeping excess planks from your installation for your warranty and in case you ever need to make a repair.

If you have any questions regarding your product warranty, contact your retailer or visit MohawkFlooring.com.

All warranty information in this brochure is effective February 2025.

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PURETECH WARRANTY CHART

MOHAWK LIMITED RESIDENTIAL WARRANTIES

	PURETECH premier	PURETECH plus	PURETECH select
WEAR PROTECTION	Lifetime	Lifetime	Lifetime
WET WARRANTY	Lifetime WetProtect	Lifetime WetProtect	Lifetime WetProtect
STEAM MOP	Lifetime	Lifetime	Lifetime
GENERAL STAIN	Lifetime	Lifetime	Lifetime
JOINT INTEGRITY	Lifetime	15-Year	15-Year
PET PROTECTION	Lifetime All Pet Gold	Lifetime All Pet Gold	Lifetime All Pet, 15-Year Pet Scratch
FADE RESISTANCE	Lifetime	Lifetime	Lifetime
MFG. DEFECTS	Lifetime	Lifetime	Lifetime
COMMERCIAL	15-Year Light	15-Year Light	10-Year Light
PRORATION	Yes	Yes	Yes

NOTE: All warranties are prorated in accordance with the standard proration table.

LIMITED WARRANTIES

Manufacturing Defect Warranty

(All PureTech Products)

The manufacturer warrants to the original buyer that the flooring will be free of defects in material and/or workmanship in accordance with the terms of this warranty for as long as the buyer owns the home.

Terms and Conditions

- This limited warranty only covers the flooring under normal residential use when the manufacturer's installation and maintenance instructions are followed properly.
- This warranty only applies to inherent defects that were not visible before or during the installation of the flooring.
- Flooring planks must be checked carefully for material defects before and during installation under sufficient lighting. Installation indicates acceptance of quality.

Exclusions

- These limited warranties do not cover damage to the flooring that occurs during shipment or installation.
- Installation of flooring that contains any obvious or visible manufacturing defect is not covered by these limited warranties.
- Color and gloss differences resulting from material added to an existing installation at a later date or from non-warranty repairs are excluded from coverage.
- These limited warranties do not apply to flooring that has been subjected to abnormal use or conditions or abused in any way, which includes, but is not limited to, moisture damage from plumbing, storms, or flooding; damage from smoke, fire, or other casualty events; damage caused by negligence; improper alterations of the original manufactured product; damage from use of the flooring that is unreasonable considering the normal and expected uses of flooring in a residential environment; or damage of a mechanical nature.



MOHAWK LIMITED RESIDENTIAL WARRANTIES

Wear Resistance Warranty

(All PureTech Products)

As a result of normal use, the protective layer will not wear through to the decorative layer.

Terms and Conditions

- Gloss change is not considered surface wear.
- In beveled-edge products, this Wear Resistance Warranty does not include wear along the edges of the planks less than 3/16 inch (5 mm) from the edge.
- Wear of the PureTech™ design layer must be readily visible, covering at least 1 square inch.
- Chair pads or mats must be used under caster chairs.

General Stain Warranty *(All PureTech Products)*

The manufacturer warrants to the original buyer that the flooring will not stain under normal household use for the specified duration.

Terms and Conditions

- This warranty does not apply to stains as a result of chemical or industrial products other than recommended cleaning products.
- Please see the manufacturer's Care and Maintenance document for recommended cleaning products and practices.
- This warranty excludes pet stains. For Pet Stain Warranty information, please see the Pet Protection section.

Fade Resistance Warranty

(All PureTech Products)

The flooring will not fade from exposure to sunlight or artificial light for the specified duration.



MOHAWK LIMITED RESIDENTIAL WARRANTIES

WET WARRANTY

WetProtect® Warranty *(All PureTech Products)*

WetProtect® is a no-exclusions wet warranty that covers damage from all common household spills, domestic household pet accidents, and damp and wet mopping. In addition, the coverage includes damage to both the flooring and subfloor from topical moisture for the life of the product.

Terms and Conditions

- Subfloor damage is defined as visible damage to the surface of a concrete or wood subfloor, including mold or mildew growth and rot or decay caused by topical moisture leaking through the joint system.
- In all cases, subfloor damage must be the result of topical moisture leaking through a properly installed joint.
- See General Wet Warranty Terms and Conditions for additional information regarding this WetProtect Warranty.

Steam Mop Warranty *(All PureTech Products)*

A residential steam mop may be used, provided the steam is applied to a microfiber pad and not applied directly to the floor.

- Make sure to set the temperature of the steam mop to the appropriate setting for PureTech floors or to the lowest setting.
- Steam mop in the length direction of the planks only.

General Wet Warranty Terms and Conditions

Unless otherwise specified, topical spills refer to normal household substances. All spills should be removed promptly using a clean, dry or damp cloth. If additional cleaning is necessary, use the manufacturer-recommended products and a microfiber cloth.

- These warranties are contingent on proper care and maintenance. Please refer to the manufacturer's Care and Maintenance section for full instructions.
- These warranties are contingent on proper installation. Please refer to the manufacturer's PureTech Installation Guide for full instructions.

MOHAWK LIMITED RESIDENTIAL WARRANTIES

- Complete waterproof coverage requires the perimeter of the floor to be sealed in accordance with the product's installation instructions. Waterproof and WetProtect warranties do not apply to damage at an unsealed perimeter, including, but not limited to, leaks, spills, pet urine, wet mopping, or steam mopping.
- If you choose to forego perimeter sealing and damage occurs in areas of the floor unassociated with the unsealed perimeter, the damage will remain fully covered by the WetProtect warranties.
- The flooring is not designed to withstand flooding, acts of God, plumbing accidents, or leaking appliances (*icemakers, dishwashers, clothes washers, etc.*). These and other casualty events are not considered topical spills.
- The flooring is not designed to withstand water or moisture in the subfloor or underneath the flooring, including, but not limited to, damage from subfloor hydrostatic pressure (*water or moisture under the floor that is transmitted to the surface through exerted pressure*) or other conditions that result in water or moisture beneath the flooring.
- The flooring is not designed to withstand damage from moisture that originates from outside the room where it was installed.
- Consequential damages, including any medical issues related to mold or mildew growth, are not covered by this warranty.
- For residential warranty claims involving subfloor damage, the manufacturer will cover reasonable labor costs to clean visible mold and mildew growth using industry standard methods.
- For residential claims involving subfloor damage, the manufacturer will cover reasonable labor and materials costs to repair or replace only the damaged sections of subfloor.
- Replacement or cleaning of insulation, floor joists, or other structural, mechanical, or electrical components is not covered by this warranty.

MOHAWK LIMITED RESIDENTIAL WARRANTIES

Joint Integrity Warranty (*All PureTech Products*)
The flooring joints will remain secure under normal use.

Terms and Conditions

- Responsibility under this warranty only applies to flooring defects that were not visible before or during the installation of the product.
- This warranty only applies to open joints greater than 0.015 inch (*0.381 mm*).

Pet Protection

Pet Scratch Protection Warranty

(*All PureTech Select Products*)

The Pet Scratch Protection Warranty covers scratches from all domestic pets for the specified duration of the warranty. Please refer to the attached Warranty Chart for precise duration of coverage, listed by product line.

All Pet® (*All PureTech Select Products*)

All Pet® Stain Protection covers all pets and all accidents for the lifetime of the floor. The flooring will resist staining from vomit, urine, and feces of all domestic pets.

All Pet Gold™

(*All PureTech Plus and Premier Products*)

All Pet Gold™ Stain and Scratch Protection covers all pets and all accidents for the lifetime of the floor. The flooring will resist pet scratches, as well as staining from vomit, urine, and feces of all domestic pets.

General Pet Protection Warranty Terms and Conditions

Our All Pet®, All Pet Gold™, and Pet Scratch Protection warranties cover all domestic pets for the specified duration.

- If your covered floor is scratched or stained by a domestic pet, we will replace the affected planks without hesitation.
- A "pet scratch" is simply defined as any loss of the design layer, visible from standing height under typical household lighting, which was caused by your pet's nails.
- A "pet stain" is defined as staining from vomit, urine, and feces of all domestic pets.

MOHAWK LIMITED
COMMERCIAL WARRANTIES

Commercial Warranties

Limited Light Commercial Warranty

(All PureTech Products)

When installed properly within a light commercial environment, the flooring is warranted against manufacturing defects, wear, and staining in accordance with all previously stated terms and conditions. Refer to relevant sections for details, and see the Warranty Chart for specified Commercial Warranty duration.

Light Commercial Fade Warranty

(All PureTech Products)

The flooring will not fade from exposure to sunlight or artificial light.

Terms and Conditions

- These commercial warranties apply only to the original purchaser.
- These commercial warranties apply only if used in the areas specified on the Light Commercial Application Chart.
- Rolling traffic or heavy traffic is excluded from these warranties. Chair pads must be used under all caster wheel chairs.

All areas must be assessed prior to installation of flooring to determine if other surface measures need to be taken or conditions addressed, including, but not limited to, requirements for static control, state health and building codes, slip resistance, high-impact traffic, and moisture/water exposure. Other than the specific warranty identified above, the manufacturer provides no additional warranties and the manufacturer does not warrant that any of the uses identified above are in compliance with any applicable building, health, inspection, and/or other municipal regulation or codes. The manufacturer is not responsible for usage that is not in compliance with any regulation or code. Proper assessment of location and usage must be applied. Contact the manufacturer representative for questions on performance in specific locations.

Light Commercial Defined

The manufacturer warrants only first quality products for recommended light commercial use such as those outlined in the following Light Commercial Application Chart. Products will perform as warranted for the stated warranty period when installed in accordance with the PureTech Installation Guide over approved substrates and underlayments.

MOHAWK LIMITED
COMMERCIAL WARRANTIES

- "Light commercial use" is defined as use in environments that do not experience normal to heavy commercial traffic such as those outlined in the Light Commercial Application Chart below. PLEASE NOTE, warranty exclusions apply with respect to casters and other rolling loads due to the unusual characteristics of this type of wheeled traffic.
- The intended applications include privately owned in-house businesses, such as daycare centers, doctors' and dentists' offices, barber shops, and beauty salons. For questions as to the type of use that is considered "light commercial," please contact Mohawk Technical Services prior to purchase and installation.
- The manufacturer is not responsible for usage that is not in compliance with any regulation or code.

Light Commercial Application Chart

Retail	Offices	Multifamily Housing
Entryway*	Entryway*	Entryway*
Sales Floor	Lobby	Lobby
Showroom	Hallway	Hallway
Checkout	Office	Common Area
Breakroom	Conference Room	Office
Dressing Room	Meeting Room	Storage Room
Office	Breakroom	Individual Housing Unit
Storage Room		
Doctor's Office	Education	Hotels
Entryway*	Entryway*	Entryway*
Lobby	Lobby	Lobby
Hallway	Hallway	Hallway
Waiting Room	Office	Guest Room
Nurses' Station	Classroom	Conference Room
Office	Storage Room	Meeting Room
Breakroom	Residence Hall	Kitchenette
Storage Room	Common Area	Lounge
		Office
Restaurants	Nursing Homes	
Entryway*	Great Room	
Lobby	Dining	
Hallway	Corridor	
Office	Units	
	Living	
	Activity Room	
	Memory Care Unit	
	Foyer	

*Walk-off mats are required at all entryways.

RESIDENTIAL AND COMMERCIAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

These limited warranties are subject to the following conditions:

- These limited warranties apply only to the person stated as the buyer on the purchase document(s).
- These limited warranties apply only to first quality product purchases made after the edition date of this document.
- These limited warranties do not apply to moldings.
- The product must be properly installed according to the manufacturer's written installation instructions, available from the retailer or on MohawkFlooring.com
- Radiant heat systems will not void the residential flooring warranty, provided that all installation instructions are properly followed. Refer to the installation guide for further information.
- Flooring installed with visible defects is not covered by these limited warranties.
- The limited warranties do not apply to flooring that has been reinstalled in a second location.
- The product must be installed in an indoor, continuously climate-controlled, private residence or light commercial environment as indicated by the Warranty Chart.
- Damage that occurs during shipment or installation is not covered.

The flooring must be maintained in accordance with the manufacturer's written Care and Maintenance instructions. Please refer to the Care and Maintenance section for full instructions.

- Damage resulting from excessively wet maintenance or from using detergents, abrasive cleaners, soaps, waxes, or polishes is not covered.
- Damage resulting from the use of rotating beater bars, floor scrubbers, jet mops, steam mops, buffers, or similar products is not covered.
- Damage resulting from improper or inadequate maintenance or accidents is not covered, including, but not limited to, damage caused by impact, gouging, or cutting.

RESIDENTIAL AND COMMERCIAL TERMS AND CONDITIONS

- Scratching during and after installation is not covered by these limited warranties unless covered by a Pet Scratch Warranty.

The flooring is designed for normal residential or light commercial use, as specified in the Warranty Chart.

- Damage caused by events beyond everyday household use is not covered by these limited warranties, including, but not limited to, flooding, standing water, leaking pipes, mechanical failures, or appliance leaks.
- These limited warranties do not apply to a product that has been put to abnormal use or conditions or abused in any way, which includes, but is not limited to, moisture damage from plumbing, storms, or flooding; damage from smoke, fire, or other casualty events; damage caused by negligence; improper alterations of the original manufactured product; damage from use of the flooring that is unreasonable considering the normal and expected uses of a resilient floor in a residential environment; or damage of a mechanical nature.



CARE AND MAINTENANCE

Although our floors are designed with easy care in mind, all floors require routine care and preventative maintenance for sustained beauty and performance. The recommendations in this section are provided in accordance with guidelines required to maintain the coverage of these limited warranties and will prolong the life of the installed flooring. Refer to the Care and Maintenance section for full instructions.

Preventative Maintenance

Exterior Mats

- Place exterior mats outside all exterior entrances.
- Exterior mats should be constructed of dual fibers: soft fibers capable of absorbing moisture and coarse fibers to remove dirt and grime from shoe soles.
- To allow time for cleaning, purchase two sets of exterior mats. Place one set at all exterior entrances to reduce the amount of dirt, grit, and moisture tracked into the home. When it's time for cleaning, remove the soiled set and immediately replace with the fresh set.
- Cleaning mats routinely prevents them from becoming a soil source.

Interior Mats

- Place interior mats inside all exterior entrances to capture any residual dirt, grit, or moisture missed by exterior mats.
- Interior mats should be constructed of an absorbent fiber with a breathable, nonstaining back.
- Remember to routinely clean both sides of interior mats so they don't become a secondary source of soil, and also clean underneath to prevent soil and grit from becoming trapped and dulling the finish of the flooring.
- We recommend periodically moving interior mats and rugs around the space.
- Do not use rubber mats, which may stain the floor or trap moisture underneath the mat.

Furniture

- Use nonstaining felt or plastic floor protectors at least 1 inch in diameter under furniture and covering the part resting on the flooring.

- Chair casters should be rubber, not plastic or metal. Chair pads should be used under chair casters.
- Routinely clean casters to remove grit.
- Lay plywood over the floor to avoid dents and gouges, and use a furniture dolly when moving heavy appliances and furniture.

Other Preventative Measures

- Keep pet nails trimmed to minimize scratches.
- Protect flooring from spiked heels, athletic shoes, or shoes in need of repair.
- Routinely clean vacuum wheels, brush, and head, and periodically inspect for foreign objects.
- Close window treatments during hours of direct sunlight and minimize excessive lighting whenever possible to protect floor.
- Exercise caution when placing area rugs over floors with radiant heating. Rugs may increase flooring temperatures beyond recommended levels and void the warranty.

Wheelchair/Rolling Static Load

- Mohawk wood products warranties do not exclude or limit residential wheelchair use.
- The combined weight of chair and occupant should be less than 1,000 pounds.
- You may occasionally get black marks on the flooring from the rubber wheels, but these marks are easily removed using acetone (*fingernail polish remover*).



CARE AND MAINTENANCE

Routine Care

The amount of daily usage will determine how often cleaning is required.

Day-to-Day Cleaning

- Dust mop, sweep, and/or vacuum the floor regularly to remove any particles that could scratch the floor.
- **WARNING:** Vacuums with a beater bar or power rotary brush head should never be used on PureTech flooring.
- Use vacuum tools designed for hard surfaces.
- Use a microfiber mop for dust mopping. Pay close attention to the mop head. Once soiled, replace with a fresh one. Launder soiled mop heads without fabric softener. Fabric softener residue may cause streaking on the floors.

Occasional Cleaning

- Never wet mop flooring unless it is covered by the WetProtect Warranty.* If flooring product allows, occasionally wet mop with water only, using a well-wrung-out mop.



CARE AND MAINTENANCE

- If needed, use 1 cup of vinegar per gallon of water OR 1/3 cup non-sudsing ammonia per gallon of water.
- Never steam mop flooring unless it is covered by the Steam Mop Warranty.*
- Flood mopping is never recommended since mop water may damage flooring and leave spots.
- Do not pour liquid directly on the floor or use an excessively wet mop.
- Do not allow liquid to puddle or leave moisture standing on the floor.
- Allow floor to dry completely before replacing interior mats.

*See Wet Warranty section for details.

Cleaning Spills

- Remove spills promptly. Do not allow topical moisture to remain on the floor.
- Immediately use an absorbent cloth to remove as much of the liquid as possible.
- Mist a clean microfiber cloth with a the manufacturer recommended cleaner, if needed, and rub the area, working from the outside of the area toward the center.
- Take care to wipe the surface thoroughly.
- To reduce spotting, do not allow liquids to stand or remain on the surface of the flooring.

Spot Removal

- Immediately use a microfiber cloth and the manufacturer-recommended cleaner, if needed, working from the outside of the stain toward the center.
- Take care to wipe the surface thoroughly.
- To reduce spotting, do not allow liquids to stand or remain on the surface of the flooring.

Products and Tools To Avoid

- Do not use oil soaps, wax, detergents, abrasive cleaners, polishes, surfactants, or other household products to clean the floor.
- Vacuums with beater bar or power rotary brush head should never be used on PureTech flooring.
- Never use power scrubbers to clean floor.

PRORATION OF WARRANTIES

PRORATION

Unless otherwise specified, these limited warranties for PureTech flooring are prorated, meaning the original warranty value is reduced relative to the length of ownership.

For the first three years, regardless of warranty length, the flooring is covered at full value. Beginning in the fourth year, the warranty value is decreased by a fraction based on the remaining years. See examples below.

Lifetime Warranty Proration

Based on an industry standard of 33-year lifespan for PureTech flooring

1st–3rd Year 100%	18th Year 50%
4th Year 96%	19th Year 47%
5th Year 93%	20th Year 44%
6th Year 90%	21st Year 40%
7th Year 87%	22nd Year 36%
8th Year 84%	23rd Year 33%
9th Year 80%	24th Year 30%
10th Year 77%	25th Year 27%
11th Year 74%	26th Year 23%
12th Year 70%	27th Year 20%
13th Year 67%	28th Year 17%
14th Year 64%	29th Year 14%
15th Year 60%	30th Year 10%
16th Year 57%	31st Year 7%
17th Year 53%	32nd Year 4%
	33rd+ Years 0%*

*End of 33rd year.

FILING A CLAIM

15-Year Warranty Proration

Material and reasonable labor if professionally installed
(Plus and Premium Products Only)

1st Year 100%	6th Year 75%	11th Year 33%
2nd Year 100%	7th Year 66%	12th Year 25%
3rd Year 100%	8th Year 58%	13th Year 16%
4th Year 91%	9th Year 50%	14th Year 8%
5th Year 83%	10th Year 41%	15th Year 0%**

**End of 15th year.

10-Year Warranty Proration

Material and reasonable labor if professionally installed (Select Products Only)

1st–3rd Year 100%	7th Year 43%
4th Year 86%	8th Year 28%
5th Year 72%	9th Year 14%
6th Year 57%	10th+ Years 0%†

†End of 10th year.

FILING A CLAIM

Our PureTech flooring is engineered to provide years of durable service. In the unlikely event of a claim, notify the distributor or retailer in writing. To qualify for repair or replacement, the buyer or installer must provide the original dated sales receipt or other documentation to demonstrate proof of purchase. The following terms and conditions will apply.

Visible Defects

- For visible defects on uninstalled planks, the owner or retailer has up to 30 days to file a claim.
- The distributor or retailer must be informed in writing of visible defects within 30 days. After this time has elapsed, no further complaints will be accepted.

All Other Defects

For all other defects not visible at the time of installation, claims may be made at any time during the stated duration of the warranty.

Replacement or Repairs

At its option, the manufacturer will repair or replace any defective planks during the specified warranty period.



FILING A CLAIM

- Terms and proration of these warranties will be dependent on original date of purchase.
- Upon approval of the warranty claim, the manufacturer will provide the owner or installer with instructions for repairs or replacement. The owner or installer must comply with the manufacturer's instructions within ninety (90) days after the claim is approved, or all rights under the limited warranty will be deemed waived.
- If the product design for which a claim is made is no longer available, the manufacturer will replace the affected floor materials with another design of equal or greater value at the manufacturer's discretion.
- If the manufacturer, in its sole discretion, determines that such repair or replacement is not reasonably achievable, the manufacturer may choose to refund the purchase price of the affected flooring.
- At its option, the manufacturer will cover reasonable labor costs for replacement or repairs if the original product was professionally installed.
- The above remedies are the sole and exclusive remedies for claims on all products.
- These limited warranties offer specific legal rights, which may vary from state to state.
- Responsibility under this warranty only applies to defects that were not visible before or during the installation of the product. If the product was originally professionally installed, the manufacturer will cover reasonable labor costs for any defective product.

CONTACT INFORMATION

NO IMPLIED WARRANTIES / SPECIAL DAMAGES

ALL IMPLIED WARRANTIES WHICH MAY ARISE BY IMPLICATION OF LAW OR APPLICATION OF COURSE OF DEALING OR USAGE OF TRADE — INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE — ARE EXPRESSLY EXCLUDED. NO WARRANTIES — EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE — EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS WARRANTY BROCHURE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. Implied warranties are ones that the law presumes to have been given by the seller even though they are not set out in writing.

PLEASE NOTE: Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you.

MANUFACTURER SHALL NOT BE LIABLE FOR AND WILL NOT PAY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER UNDER THESE WARRANTIES. Some states do not permit exclusion or limitation of incidental or consequential damages, so the exclusion or limitation may not apply to you. These limited warranties give you specific legal rights, and you may also have other rights, which vary from state to state. Except for these rights, the remedies provided under these warranties state the entire limit of the manufacturer's responsibilities.

CONTACT INFORMATION

For further information or questions regarding these limited warranties, please contact Mohawk Technical Services by phone at 1-888-387-9881

or email mohawk_tech@mohawkind.com.





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