

Warranty CONSTRUCTION WORKMANSHIP AND MATERIALS

As part of the consideration for the Construction contract identified below, the undersigned Qualified General Contractor hereby warrants to the Owner of the premises, for a period of (1) year from _____, that the Construction work performed under said contract was performed in a workmanlike manner and that the materials purchased and Installed by the undersigned hereunder was, when installed, free of inherent manufacturing or mechanical defects, all to the extent and on the conditions herein specifically set forth, that is:

1. The undersigned Qualified General Contractor shall replace, without cost or charge to the Owner for either labor or materials, such individual parts of Construction material or apparatus installed under said contract as may become defective or unserviceable within the period of the warranty by reason of any failure of the undersigned in performing the construction work in a workmanlike manner or by reason of inherent manufacturing or mechanical defect in any construction material or apparatus purchased and installed by the undersigned; provided:
 - a. The Owner notifies the Contractor, in writing, of any failure or default within then (10) days of the date such failure or default has become apparent;
 - b. There shall be no responsibility on Contractor to replace or repair any work not included in said contract;
 - c. No person, firm or corporation other than the undersigned Qualified General Contractor has, during or since the completion of the work performed or attempted to perform any of the work that is included in said contract or repaired or attempted to repair any of the work performed by the undersigned hereunder;
 - d. The defect or failure was not caused or affected by the improper use or operation of any materials installed under said contract.
2. The undersigned Qualified General Contractor's liability shall be fixed by the terms hereof and this express Warranty excludes and super cedes all implied guarantees or warranties.
3. This warranty shall pass with the title of the premises to the new Owner or Owners thereof.

IN WITNESS WHEREOF, this warranty has been executed this ___ day of _____

Contract Between: _____ Dated: _____

Premises: Project Name:
Project Address:

By: _____
Company Rep - Title

Project No.: Subcontract Number:

Sworn and subscribed before me this date: _____ State of: _____ County of: _____

My Commission Expires: _____

(Signature of Notary Public)

Notary Seal