



Limited Warranty

a. Contractor warrants that all materials and workmanship furnished by Contractor under this Contract, except as noted in subparagraph b, will be free from defects for a period of one (1) year after the date of completion of Contractor's services under this Contract. Contractor will repair or, at its option, replace without charge any defective material or correct any defect in workmanship of which written notice is given to Contractor within the warranty period. Such notice must specify the defects. If repair or replacement is an ineffective remedy, as the sole and exclusive remedy under this warranty, Contractor will, at Contractor's option, refund to Buyer the amount Buyer paid or Contractor's cost for the defective material, not to exceed the Total Contract Amount for the House. If Buyer fails to give notice of any defects within one (1) year from the date of completion of Contractor's services, Buyer will be conclusively presumed to have agreed that the materials and workmanship are not defective in any respect for purposes of this warranty.

b. The services and materials provided by Contractor will equal or exceed the guidelines found in the National Association of Home Builders publication *Residential Construction Performance Guidelines for Professional Builders and Remodelers*, using the version/edition in effect at the date of this Contract, a copy of which has been provided to Buyer at or prior to signing this Contract, and if any services or materials are not covered in such publication, then standard industry practice in the area will govern. Buyer acknowledges receipt of a copy of this publication and agrees that the guidelines described in the publication given to Buyer shall govern any warranty issues or adjustments.

c. THE FOLLOWING ITEMS, IF SOLD WITH THE HOUSE, ARE SPECIFICALLY EXCLUDED FROM CONTRACTOR'S WARRANTY AND (EXCEPT AS MAY BE REQUIRED BY FARMERS HOME ADMINISTRATION AND ADMINISTRATORS OF VETERANS AFFAIRS WHERE A HOUSE LOAN IS MADE, INDUCED OR GUARANTEED BY EITHER SUCH AGENCY) CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO: shingles & siding; plumbing fixtures; stove; range hood; hot water tank; air conditioner & furnace; cabinets; attic fans; dishwasher; garbage disposal; smoke detector; fireplace; doors & windows; carpet/floor covering; doors; other:

THESE ITEMS CARRY ONLY SUCH WARRANTIES AS ARE MADE BY THE MANUFACTURER.

d. Contractor will not be liable to Buyer or any other person or entity for consequential or incidental damages under this warranty, express or implied.

e. These warranties give you specific legal rights and you may also have other rights which vary from state to state. SOME STATES, INCLUDING KANSAS, MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL AND CONSEQUENTIAL DAMAGES, AND THESE LIMITATIONS AND EXCLUSIONS DO NOT APPLY WHERE PROHIBITED BY LAW.

f. The full text of manufacturer warranties on items furnished with the House are available for review before sale at Contractor's offices or upon written request.