

**KING BUILDING, INC.**  
**LIMITED ONE YEAR WARRANTY**

**Section I - Definitions**

\_\_\_\_\_  
Owner(s) Name

\_\_\_\_\_  
Street Address of Home Covered

\_\_\_\_\_  
City, State, Zip Code

**Section II - Warranty Coverage**

**Party Extending Warranty:** This limited Warranty is extended by the King Building, Inc. ("Builder") who is the warrantor hereunder.

**Parties Covered:** This warranty is extended only to the Owner(s) named above (the "Owner"). It is not extended to any subsequent owners(s) of the Home.

**Terms:** This is a One Year Limited Warranty and shall only cover warranted items for which a defect as defined herein has appeared and been discovered within one (1) year of the Commencement Date. Commencement Date shall be defined as the closing date of the home purchase.

**Warranted Items Covered:** Subject to the exceptions and exclusions described herein, the Builder warrants that the home will be free from defects in materials and workmanship due to noncompliance with the Performance Standards contained in the Caring For Your Home section of your Homeowners Manual, Builder has provided to you.

**Section III - Procedure for Warranty Performance**

**Break-in:** The Home will require "breaking-in" by the Owner. Although the Builder has continuing obligations under this Limited Warranty the Owner must care for the Home and maintenance is not the Builder's responsibility.

**Request for Warranty Performance**

Service request order forms will be mailed to you at the 60 day and 11<sup>th</sup> month periods. All requests for non emergency warranty items will only be accepted on King Building, Inc. Service Request Order Forms. The year end Service Request Order Form must be delivered to King Building, Inc. business office by the end of the one year term of the warranty. The end of the One Year Limited Warranty is calculated one year from the closing date of the home purchase. King Building, Inc. can not be responsible for any problems whatsoever for which Builder has not actually received timely, written notice by the applicable deadline.

For detailed warranty and emergency reporting procedures please refer to the "Limited Warranty Guidelines" and "Reporting Procedures" in your Homeowners Manual, Builder has provided to you.

**Section IV - Non-Warranted Conditions**

**Warranty Limited to Items in Section II:** This Limited Warranty covers only those items described in Section II above. **There Are No Express Warranties Covering The Home Or The Property On Which It Is Located Except As Specifically Provided Herein And To The Fullest Extent Permitted By Law The Builder Shall Not Be Responsible For Any Incidental Or Consequential Damages Relating To, Or Resulting From Any Damage To, Or Defect In, Said Home Or The Property On Which It Is Located.**

**Nothing Contained Herein Shall Limit Any Implied Warranties Of Merchantability Or Fitness For A Particular Purpose That May Apply To This Transaction.**

**Manufacturer's Warranties:** Certain items may be covered by manufacturers' warranties. The Builder hereby assigns all manufacturers' warranties to the Owner. Any rights of the Owner under those warranties are provided by the manufacturers and **Builder Does Not Assume Any Of The Obligations Under Those Manufacturer's Warranties And Does Not Provide Any Warranty Coverage Of Items Covered By Manufacturer's Warranties.** The items covered by manufacturers' warranties include any dishwasher, cooktop, ovens, microwave, kitchen vent fan, central air conditioner, furnace, water heater and any other items for which the manufacturers offer a warranty.

**Additional Exclusions:** Builder does not warranty and shall not be responsible for, and this Limited Warranty shall not extend to or include or be applicable to, any of the following:

1. Any work performed or material supplied in accordance with any plans or specifications supplied, prepared or requested by Owner, or by any one on behalf of the Owner.
2. Any Defects caused or made worse by the negligence, improper maintenance or other action by Owner or anyone else other than Builder or Builder's employees, agents and subcontractors.
3. Defects in outbuildings including but not limited to, detached garages and detached carports (except outbuildings which contain the plumbing, electrical, heating, cooling or ventilation systems serving the Home); site located swimming pools and other recreational facilities; driveways; walkway; patios; boundary walls; retaining walls; bulkheads; fences; landscaping (including sodding, seeding, shrubs, trees and plantings); off site improvements; or any other improvements not part of the Home itself;
4. Loss or damage to real property which is not part of the Home covered by the Limited Warranty and which may or may not be included in the original purchase price of the Home;
5. Any damage to the extent it is caused or made worse by failure by the Owner or by anyone other than the Builder, its employees, agents or subcontractors, to comply with the Warranty requirements of manufacturers of appliances, fixtures and items of equipment; or failure by the Owner to give notice to the Builder of any defects within a reasonable time; or changes of the grading of the ground by anyone other than the Builder, its employees, agents or subcontractors or changes, alterations or additions made to the Home by anyone after the Commencement Date, dampness or condensation due to the failure of the Owner to maintain adequate ventilation;
6. Loss or damage which the Home Owner has not taken timely action to minimize;
7. Any defect in, caused by or resulting from, materials or work supplied by anyone other than the Builder, its employees, agents or subcontractors;
8. Normal wear and tear or normal deterioration;
9. Loss or damage, not otherwise excluded under this Limited Warranty, which does not constitute a defect in the construction of the Home by the Builder, its employees, agents or subcontractors;
10. Loss or damage caused by or resulting from accidents, riot and civil commotion, fire explosion, smoke, water escape, falling objects, aircraft, vehicles. Acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water and changes in the underground water table which were not reasonably foreseeable;
11. Loss or damage caused by or resulting from seepage of water;
12. Loss or damage caused by or resulting from soil movement.

13. Insect damage;
14. Loss or damage which arises while the Home is being used primarily for nonresidential purposes;
15. Any condition which does not result in actual physical damage to the Home, including, but not limited to, uninhabitability or health risk due to the presence or consequence of unacceptable levels of radon gas, formaldehyde or other pollutants and contaminants, or the presence of hazardous or toxic on-site materials;
16. Bodily injury or damage to personal property;
17. Loss or damage caused by or resulting from abnormal loading on floors by the Owner which exceeds design load as mandated by codes;
18. Costs of shelter, transportation, food, moving, storage, wages, income or other expenses related to inconvenience or relocation during repairs; and
19. Any request for Warranty Performance not filed in the manner required hereunder.

**Section V - Miscellaneous**

- A. Repairs required under this warranty shall be performed in the manner, and using such materials and methods, as shall be considered advisable by the Builder.
- B. Repairs shall be finished or touched up to match surrounding areas as closely as practicable. However exact match cannot be guaranteed.
- C. For any problem covered by this Warranty, the Builder in its sole discretion may repair, replace, or pay the Owner the reasonable cost of repairing or replacing the defective item.
- D. Notwithstanding anything else contained herein, the Builder's total liability for efficiencies under this Limited Warranty is limited to the purchase price of the Home.
- E. Steps taken to correct defects shall not act to extend the term of this Warranty.
- F. If the Builder repairs or replaces, or pays the reasonable cost of repairing or replacing, any defect under this Limited Warranty which is covered by any other insurance or warranty, the owner must notify Builder of such coverage and owner upon request by Builder assign the proceeds of such insurance or the rights under such warranties to the builder to the extent of the cost to the Builder of such repair, replacement or payment.
- G. Should any provision of this Warranty be deemed unenforceable by a court of competent jurisdiction, that determination will not affect the enforceability of the remaining provisions.
- H. This Warranty is to be governed by the laws of the state in which the Home is located.
- I. This Warranty may not be modified or amended in any manner except upon written amendment signed by both the Builder and the Owner.
- J. The Owner must provide the Builder with reasonable workday access to the property in order to perform the Warranty service required under this Limited Warranty. Failure of the Owner to provide such access to the Builder may relieve the Builder of his obligations under this Limited Warranty.
- K. When the Builder 's finished with repairing or replacing the defect, or pays the Owner the cost of repairing or replacing the defect a full release of all legal obligations with respect to the defect must be signed and delivered to the Builder by the Owner.
- L. This Limited Warranty is to be binding on the Builder and the Owner, their heirs, personal representatives successors and assigns.
- M. Use of one gender in this Limited Warranty includes all other genders, and the use of the plural includes the singular and vice versa as may be appropriate.

- N. This Warranty contains the entire express warranty granted by the Builder to the Owner and supersedes any previous contracts, agreements or representations relating to warranties, whether oral or written. **Owner Acknowledges That The Builder Has Made No Representations, Promises, Warranties, Or Agreements Whatsoever Concerning The Home Or The Property On Which Is Located Which Are Not Stated Herein.**

**This Limited Warranty Does Not Permit Claims For Incidental Or Consequential Damages.**

**This Limited Warranty Gives You Specific Legal Rights, And You May Have Other Legal Rights Which Vary From State To State.**

**ACKNOWLEDGMENT**

The undersigned acknowledge that we have read, understand, and received a copy of the foregoing Limited Warranty, including a copy of the Performance Standards described in The "Caring For Your Home" section contained in our Homeowners Manual. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING THE UNDERSIGNED ADDITIONALLY ACKNOWLEDGE THAT WE HAVE READ AND UNDERSTAND THE LIMITATIONS ON THE COVERAGE OF THIS LIMITED WARRANTY CONTAINED IN SECTION III.**

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date