



## BUILDER'S WARRANTY SERVICE PROCEDURE

Dear Homeowner:

Congratulations on the purchase of your new Tuskes Home! Naturally, we concur that you have made a wise decision to purchase one of our quality homes. Tuskes Homes, Inc. believes a quality home is built with good materials and craftsmanship from the ground up. Furthermore, we stand behind our homes by providing a one-year limited homeowner's warranty. The Builder's Warranty is included in this document defines the coverage. However, it is important that you understand the warranty service procedure.

### Prior to Closing:

Before closing on your home, you will have a pre-closing walk thru with one of our Site Supervisors; at that time a list of corrections will be generated, and necessary repairs will be scheduled. At your final walk thru prior to settlement, the correction list is reviewed again. If any of these items are not completed by settlement, our warranty department will attempt to complete the work on this form within a 14-day period. Special order material may prolong the correction period, but as soon as we receive the order, an appointment for installation will ensue.

### 60 Day Warranty:

The 60-Day warranty list must be submitted in writing. If warranty service is requested, you are to specify necessary corrections and email/mail the details to our main office within 60 days from the date of settlement. This service period is mainly for the purpose of minor adjustments to doors and trim which manifest during the first year due to shrinkage. Shrinkage is evident in every new home and is caused by the extraction of moisture from the building materials during the heating and cooling seasons. We will attempt to complete this service period within 30 days from receiving the written request.

### 1 Year Warranty:

The final phase of the warranty period is the Year-End service. If warranty service is requested, you are to list needed corrections in writing within 12 months from the date of settlement. During this service period, we touch up sheetrock and make other minor adjustments necessitated again from shrinkage. Please remember that we do not repaint after the initial new home orientation. We will attempt to complete this service period within 30 days from receiving the form. \*If we do not receive your itemized form within 12 months from the date of settlement, you will forfeit the Year-End service period.\*

Our warranty department will contact you by email to schedule appointments so that we can complete the work. In order to receive service work, you must provide access for a full day during the five-day

workweek. We can schedule a certain day, but we cannot schedule morning or afternoon. Possibly, we may require a few days to complete the work.

#### Emergency Service:

An emergency is described as a roof leak, a plumbing leak, an electrical or mechanical malfunction or failure, a basement flood or severe water infiltration, or a shingle or siding blow-off. You can telephone Dana at 610-691-1555 only in an emergency situation. All other service requests must be submitted via email. We will not accept telephone calls unless it is an emergency!

#### Interim Service:

Interim service is not an emergency, but there could be a possible occasion or two in which service is needed before the next service period. For example, you may find an exterior door that is inoperable between the 60-Day and Year-End service. Please email Dana for these kinds of items. We will not accept telephone calls for interim service.

#### Grading, Seeding and Driveways:

The completion of your driveway, grading and seeding is the responsibility of our construction department. Every attempt is made to complete these exterior items before you take possession of your home. However, the weather and other factors beyond our control are not always cooperative. There are far too many variables to list, but rest assured, the work is scheduled for completion and will be completed in due course. Your patience and understanding is deeply appreciated. We will not accept telephone calls for grading, seeding and driveway issues. Please understand that Dana does not handle or become involved with grading, seeding and driveways.

## BUILDER'S WARRANTY DETAILS

For a period of one (1) year after closing, we warrant the dwelling home will be free of substantial defects in materials and workmanship. An additional 11 year Warranty is provided thru Residential Warranty Company, LLC. All Homeowners receive warranty booklet at Settlement with specifics of what the Warranty Includes. If you have specific questions on if something is covered or not, please refer to the RWC handout.

**EXCLUSIONS FROM COVERAGE.** We do not assume responsibility for any of the following, all of which are excluded from the coverage of this Warranty:

- A. Any appliances, component equipment of the like ("Equipment") for which the manufacturer thereof issues a separate warranty, except as to Builder's workmanship with respect to the installation of the Equipment (and Builder shall assign to Owner all guarantees or warranties extended by the manufacturer of any Equipment); and

- B. Damage caused by ordinary wear, tear, abusive use, or lack of proper maintenance of your home; and
- C. Nail pops, seam ridges and shrinkages in drywall, lumber, trim, doors, millwork, and wood floors. Within thirty (30) days after receipt of written year-end request by Owner, we will make necessary touch-ups to the drywall. The Owner is responsible for clean-up and painting; and
- D. Cracking, falling away, dipping or discoloration of or imperfections in grout, plaster or stucco, provided Builder will re-grout cracks exceeding 3/8" in foundation or basement walls. Cracks in the concrete work or cracks in the brick work shall be repaired by filling or patching. Seepage in either the concrete work or the brick work is not covered by this Warranty; and
- E. Shrinking or warping of doors less than 1/2" provided Builder will on written request return one time during the first heating season following the date of occupancy to make any necessary adjustments for sticking doors, with Owner to be responsible for clean-up and any necessary paint or other touch-up; and
- F. Floor and stair squeaks, as they are a normal function of construction and ground settlement; and
- G. Defects in items installed by you or anyone else except by us or (if contracted by us) our subcontractors; and
- H. Work done by you or anyone else except us or (if contracted by us) our subcontractors; and
- I. Loss or injury due to the elements; and
- J. Paint applied over newly plastered interior walls; and
- K. Defects in outbuildings (except that outbuildings which contain the plumbing, electrical, heating or cooling systems serving the home are covered), swimming pools and other recreational facilities; driveways, walkways; patios; boundary walls; retaining walls; which are not necessary for home's structural stability; fences; landscaping (including sod, seeding shrubs, trees either newly planted or existing) and plantings; off-site improvements, or any other improvements not part of the home itself; and
- L. Concrete and asphalt cracking, as most exterior concrete cracking is caused by frost or uneven sub grade settlement. Minor cracks are a normal expectation and are at best left alone. If a crack exceeds the standard industry performance of 1/4", builder will inspect crack to insure that concrete's integrity is not jeopardized; and

- M. Sunken areas in driveway surface less than 2" deep. Tuskes Homes recommends a driveway sealcoat; and
- N. Bodily injury, damage to personal property, or damage to real property which is not part of the home which was included in the purchase price; and
- O. Loss or damage not caused by a defect in the construction of the home by the Builder, or his employees, agents or subcontractors, but resulting from accidents or acts of God including, but not limited to, fire explosion, smoke, water, storm, hail, wind, snow, lightning, falling trees, aircraft, vehicles, flood and earthquake; and
- P. Insect damage; and
- Q. Upgrades or extras in floor coverings and other items, whether included in sales price or not; and
- R. Absence of dampness or water in the basement , except that during the period of one (1) year from the date of occupancy the basement of the house shall be flooded by reason of free running water from outside the house, Builder undertakes to make such repairs to the premises as shall be reasonably necessary to prevent a reoccurrence of such flooding during that period from that cause, provided that this paragraph shall not apply to the foundation plantings on the premises not caused by Builder, flood conditions, cloudbursts, flash floods, unusually long freezing spells with snow and subsequent quick thawing or any similar water conditions, or any cause that is not due to faulty or defective construction. Tuskes Homes requires the use of a owner provided dehumidifier to lessen basement dampness/moisture in the summer months; and
  - (1) As a condition of Builder's obligation hereunder, Owner agrees to maintain the grade of lot finished by Builder, agrees not to build a stone, concrete or any garden edging; a brick, stone or concrete terrace or retaining wall, which pocket water, or to erect any other structures on the premises that will change Builder's grading or block the natural flow of water in any particular way; and
  - (2) Owner agrees that Builder shall not be responsible or liable for damage to mechanical equipment or material stored in the basement; and
- S. Settling of the house (unless such settling shall cause structural damage), earth in and around the foundation, utility trenches, or any other excavated and filled areas on the premises; and
- T. It is extremely important to keep downspout extensions on and clear of debris, as rain water needs to be directed away from the foundation.

- U. Our Trade Partners have the right to charge Owner for any service calls deemed “Not covered under warranty.”

**NO OTHER WARRANTIES.** THE FOLLOWING WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE PREMISES SOLD HEREUNDER, AND THERE ARE NO AGREEMENTS OR WARRANTIES, EITHER ORAL OR WRITTEN, COLLATERAL TO OR AFFECTING THIS AGREEMENT.

LIABILITY FOR COSTS INCURRED FOR REPAIR OR REPLACEMENT BY THE OWNER IS SPECIFICALLY EXCLUDED UNLESS THE BUILDER HAS SPECIFICALLY AUTHORIZED THE OWNER IN WRITING TO INCUR SAID COSTS IN ADVANCE OF ANY REPAIR OR REPLACEMENT.

**MAXIMUM LIABILITY.** The maximum liability of Seller and its contractors hereunder shall be the replacement cost of that portion of the premises damaged. Incidental and consequential damages are specifically excluded and are hereby waived by the owner. The terms of the various coverages of this Warranty begin on the date when your home is Deeded to you. That date is referred to in this Warranty at the “Closing.”

**REPAIRS.** Upon receipt of your written notice of a defect, if the defective item is covered by this Warranty, we will repair or replace it at no charge to you, within thirty (30) days (longer if weather conditions, labor problems or material shortages caused the delays). The work will either be done by us or by subcontractors chosen by us. The choice between repair and replacement is ours.

**NON-TRANSFERABLE.** This Warranty is extended to you only if you are first purchaser of the home. When the first purchaser sells the home or moves out of it, this Warranty automatically terminates.