

ARIZONA'S INTERIOR INNOVATIONS 5 YEAR LIMITED WARRANTY

Arizona's Interior Innovations, a Arizona Limited Liability Corporation, whose principal address is 6949 E Shea Blvd Suite 120, Scottsdale, Arizona (the "Contractor"), hereby makes this Limited Warranty ("Limited Warranty") on the terms and conditions set forth below.

The name of the owner is First Name Last Name (the "Owner") and the work being warranted by this Limited Warranty was performed at 1850 W Deer Valley Rd., Phoenix, AZ, 85027 as part of the Remodeling Contract Labor, Material and Services Agreement executed by the parties on 01/23/2021 (the "Construction Agreement").

Term of Warranty; The term of the coverage set forth in this Limited Warranty (the "Warranty") shall begin on the date of notice of substantial completion (as defined in the Construction Agreement), which is 7/26/2021 (the "Commencement Date"). This Limited Warranty shall terminate sixty months (60) following the Commencement Date unless otherwise specifically set forth herein.

UNLESS OTHERWISE SPECIFIED HEREIN, AND SUBJECT TO THE TERMS HEREIN, **ALL WORK CARRIES AN SIXTY MONTH WARRANTY FROM THE DATE OF SUBSTANTIAL COMPLETION PROVIDED OWNER MAKES FULL PAYMENT TO CONTRACTOR WITHIN 30 DAYS OF SUBSTANTIAL COMPLETION. OWNER'S FAILURE TO MAKE FULL PAYMENT WITHIN THAT TIME SHALL NULLIFY AND VOID ALL WARRANTIES EXPRESS OR IMPLIED.** DURING THE WARRANTY PERIOD, OWNER MUST COMMUNICATE ANY DEFICIENCIES IN THE WORK TO CONTRACTOR IN WRITING (A) WITHIN 7 DAYS OF OWNER'S DISCOVERY OF THE DEFICIENCY; AND (B) NO LATER THAN EIGHTEEN MONTHS AFTER THE DATE OF SUBSTANTIAL COMPLETION. IN THE ABSENCE OF SUCH NOTICE, THE WARRANTY IS NULL AND VOID. ANY DISPUTE AS TO THE QUALITY OF THE WORK OR ANY OTHER ASPECT OF CONTRACTOR'S PERFORMANCE UNDER THIS LIMITED WARRANTY SHALL BE SETTLED BY APPLYING THE STANDARDS SET FORTH IN THE RESIDENTIAL CONSTRUCTION PERFORMANCE GUIDELINES OF THE NATIONAL ASSOCIATION OF HOME BUILDERS, A COPY OF WHICH CAN BE OBTAINED AT CONTRACTOR'S OFFICE.

CONTRACTOR WARRANTS THAT ALL WORK PERFORMED BY IT WILL BE IN A GOOD AND WORKMANLIKE MANNER, OF STANDARD QUALITY FREE FROM DEFECTS, DETERMINED IN ACCORDANCE WITH THE NATIONAL ASSOCIATION OF HOMEBUILDERS RESIDENTIAL CONSTRUCTION PERFORMANCE GUIDELINES, AND WILL PASS BUILDING DEPARTMENT SPECIFICATIONS. PROVIDED THAT SUCH WORK IS SUBJECT TO NORMAL USE AND CARE, AND PROVIDED OWNER HAS COMPLIED IN FULL WITH THE TERMS, PAYMENTS AND OTHER CONDITIONS OF THIS WARRANTY AND THE CONSTRUCTION AGREEMENT, SUCH WORK IS WARRANTED FOR A PERIOD OF SIXTY (60) MONTHS FROM THE EARLIER TO OCCUR OF (1) THE DATE OF SUBSTANTIAL COMPLETION, OR (II) THE DATE OF INSPECTION BY THE APPROPRIATE GOVERNMENTAL BODY. THE LIABILITY OF THE CONTRACTOR UNDER THIS WARRANTY IS HEREBY LIMITED TO THE REPAIR OR, IF NECESSARY, REPLACEMENT OF DEFECTIVE WORK OR MATERIALS. SUCH REPAIR OR REPLACEMENT SHALL BE THE OWNER'S EXCLUSIVE REMEDY, AND NO OTHER CLAIMS OR DEMANDS WHATSOEVER SHALL BE MADE UPON OR ALLOWED AGAINST THE CONTRACTOR. INCLUDING BUT NOT LIMITED TO ANY DAMAGE, CLAIM, LIABILITY, COST OR OTHER EXPENSE RESULTING FROM OR RELATING TO RUST OR OTHER CORROSION, MOLD, FUNGUS, WET OR DRY ROT, OR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND OR WHICH RELATED TO THE EXISTENCE, DISCOVERY, REMOVAL OR REMEDIATION OF HAZARDOUS MATERIALS AS DEFINED IN THE CONSTRUCTION CONTRACT. **THIS LIMITED WARRANTY EXCLUDES ANY AND ALL DAMAGES TO PERSONAL OR REAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, ADVERSE HEALTH EFFECTS OR OTHER EFFECTS, THAT MAY BE OF CONSEQUENCE OF, OR INCIDENT TO, OR MAY RESULT FROM ANY DEFECTS IN MATERIALS OR PERFORMANCE OF WORK.** CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES IMPLIED AS A MATTER OF LAW, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF WORKMANLIKE CONSTRUCTION, THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE WARRANTY OF HABITABILITY. **THE ONLY WARRANTY THAT APPLIES TO THE WORK IS THE LIMITED WARRANTY SPECIFICALLY SET FORTH HEREIN.**

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, OR EQUAL TO MATERIALS SPECIFIED, AND THE DESCRIBED WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND/OR SPECIFICATIONS ATTACHED. ASSEMBLIES OR UNITS PURCHASED BY CONTRACTOR FOR USE IN THE WORK ARE SOLD AND INSTALLED SUBJECT TO THE MANUFACTURER'S OR PROCESSOR'S WARRANTIES, AND NOT CONTRACTOR'S. CONTRACTOR WARRANTS CEMENT WORK AS TO PROPER MIX AND WORKMANSHIP BUT DOES NOT WARRANT CEMENT AGAINST CRACKING, PEELING OR SETTLING OR OTHER CONDITIONS DUE TO CONDITIONS BEYOND ITS

REASONABLE CONTROL. CONTRACTOR CALLS OWNER'S ATTENTION TO THE LIMITATIONS OF PATCHING PLASTER AND/OR DRYWALL, AND WHILE CONTRACTOR SHALL MAKE REASONABLE EFFORTS TO MATCH EXISTING TEXTURES, COLORS AND PLANES, EXACT DUPLICATION IS NOT PROMISED. CONTRACTOR FURTHER CALLS ATTENTION OF THE OWNER TO THE LIMITATIONS OF MATCHING EXISTING BRICK, SIDING AND CERTAIN BUILDING MATERIALS. CONTRACTOR SHALL MAKE REASONABLE EFFORT TO MATCH EXISTING TEXTURES, COLORS, AND PLANES HOWEVER, EXACT DUPLICATION IS NOT PROMISED. THE CONTRACTOR CANNOT AND DOES NOT WARRANT ANY WORK DONE TO REPAIR ANY TYPE OF LEAK INCLUDING ROOFS, CHIMNEYS, GUTTERS AND DOWNSPOUTS, SKYLIGHTS, DOORS, WINDOWS, PLUMBING FIXTURES, SHOWERS, TUBS, FOUNDATIONS, AND BASEMENTS. THE CONTRACTOR WILL MAKE REASONABLE ATTEMPTS TO FIND AND RESOLVE THE CAUSE OF THE LEAK BUT WILL NOT BE HELD LIABLE IF THE ATTEMPT FAILS TO CORRECT THE PROBLEM. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT STATED HEREIN. WITH RESPECT TO MANUFACTURED GOODS BY PARTIES OTHER THAN CONTRACTOR, SUCH WARRANTY SHALL BE LIMITED TO THE FACTORY WARRANTY WHICH CONTRACTOR HEREBY ASSIGNS TO OWNER.

AT CONTRACTOR'S OPTION, CONTRACTOR MAY REQUIRE OWNER TO CONDUCT A WALK THROUGH INSPECTION OF THE WORK DURING THE LAST MONTH OF THE WARRANTY PERIOD IN ORDER TO FINALIZE ALL WARRANTY WORK PERFORMED, AND DURING SUCH WALK THROUGH, OWNER SHALL BE REQUIRED TO PRESENT CONTRACTOR ALL CLAIMS OF WARRANTY WORK TO BE COMPLETED PURSUANT TO THE TERMS OF THE CONSTRUCTION AGREEMENT.

IN ADDITION, CONTRACTOR DOES NOT ASSUME RESPONSIBILITY FOR THE FOLLOWING: (A) DAMAGE DUE TO ORDINARY WEAR AND TEAR OR ABUSIVE USE; (B) DEFECTS RESULTING FROM THE CHARACTERISTICS COMMON TO THE MATERIALS USED, SUCH AS, BUT NOT LIMITED TO, CHECKS AND SPLITS, SHRINKAGE OR WARPING OR DEFLECTION OF WOOD OR LUMBER; (C) LOSS OR INJURY CAUSED BY THE ELEMENTS OR SETTLING; (D) CONDITIONS RESULTING FROM CONDENSATION ON, OR EXPANSION OR CONTRACTION OF THE MATERIALS, INCLUDING CONCRETE, DECKING, STUCCO, DRYWALL, PLASTER, BRICKS AND MASONRY; (E) BLISTERING, PEELING, CHALKING OR CHECKING OF INTERIOR AND EXTERIOR PAINT; (F) MATCHING COLORS OF ROOFING, SHINGLES AND FLOOR COVERING; (G) ABNORMAL SOIL CONDITIONS AND PROBLEMS RESULTING THEREFROM THAT EFFECT QUALITY OR PERFORMANCE OF CONTRACTOR'S WORK UNLESS EXPRESSLY PROVIDED HEREIN; (H) ICE OR CONDENSATION THAT MAY OCCUR ON WINDOWS, DOORWALLS, SKYLIGHTS, OR FRAMES; (I) ROOF LEAKAGE AND DAMAGE CAUSED BY ICE AND SNOW BUILDUP ON THE ROOF; (J) INSIDE CORNER GROUT LINE CRACKS; (K) NAIL POPS AND SEAM POPS IN DRYWALL; AND (L) FAILURE OF OWNER TO MITIGATE DAMAGES AND TO TIMELY NOTIFY CONTRACTOR OF DAMAGE, DESTRUCTION, DEFICIENCY, DISPUTES OR CLAIMS. UNLESS SPECIFICALLY INDICATED IN THIS LIMITED WARRANTY, THE PRICE DOES NOT INCLUDE REROUTING OF VENTS, PIPES, DUCTS, WIRING, SPRINKLER LINES, WATER OR SEWAGE DISPOSAL SYSTEMS OR CONDUITS THAT MAY BE DISCOVERED DURING WORK INCLUDING IN REMOVAL OF WALLS OR CUTTING OF OPENINGS IN WALLS OR GRADING, PAVING OR SNAKING OF DRAINAGE LINES, AND CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE, CLAIM, EXPENSE, COST OR LIABILITY IN CONNECTION WITH SAME. CONTRACTOR SHALL NOT BE OBLIGATED TO PERFORM ANY WORK IN CORRECTING DAMAGE CAUSED BY MOLD, TERMITES OR DRY ROT.

THIS WARRANTY IS EXTENDED ONLY TO THE OWNER LISTED ABOVE, AND ONLY WHILE SAME OCCUPIES THE DWELLING AS A RESIDENT DURING THE TERM OF THE WARRANTY. THIS WARRANTY IS NOT TRANSFERABLE. ANY OBLIGATIONS UNDER THIS LIMITED WARRANTY TERMINATE WHEN THE PREMISES IS RE-SOLD AND ALSO WHEN THE OWNER TO WHOM IT IS ORIGINALLY ISSUED MOVES OUT OR VACATES THE PREMISES. ANY REQUEST FOR SERVICE MUST BE SENT IN WRITING TO THE CONTRACTOR'S OFFICE AND REPAIRS WILL BE CONFINED TO THE LIMIT SET FORTH ABOVE.

X	<u>ARIZONA'S INTERIOR INNOVATIONS KITCHEN & BATH</u>
Dated: <u>7/26/2021</u>	By: _____
	Its: <u>President</u>