

Contractor's Responsibilities And Limited 5 Year Warranty Addendum

Murray Lampert Design, Build, Remodel agrees to furnish the materials for the project and complete the work in a good and workmanlike manner. All materials furnished under this agreement shall be construction grade and meet industry standards. Where brand names have been specified, Murray Lampert Design, Build, Remodel may select substitutes when such substitutions due to unavailability or other circumstances beyond Murray Lampert Design, Build, Remodel's reasonable control. All substitutions shall be consistent in quality and character to the selections previously specified.

The liability of Murray Lampert Design, Build, Remodel for defective materials or installation is hereby limited to the replacement or correction of said defective material and/or installation, and no other claims, or demands whatsoever shall be made upon or allowed against Murray Lampert Design, Build, Remodel. This limited warranty extends only to owner and is not transferable. There is no implied warranty of merchantability or any implied warranty of fitness for any particular purpose. There are no warranties, either express or implied, which extend beyond the description within this paragraph. This extended warranty shall not be effective or enforceable until full payment under the agreement is received by Murray Lampert Design, Build, Remodel, and this warranty shall terminate five years from final building inspection or the date of the completion, whichever is first.

Equipment, assemblies, or units purchased by Murray Lampert Design, Build, Remodel included in this contract are sold and installed subject to the manufacturer's or distributor's guarantee or warranties, and not Murray Lampert Design, Build, Remodel's. To the extent permitted by applicable law, all warranties given by manufacturers pertaining to materials used by Murray Lampert Design, Build, Remodel in connection with the project will be passed through and inure to the benefit of owner.