

Precision Decks

MyDeckNow.com

(267) 338-3325

Warranty

Putting your Mind at Ease

This limited 1 year warranty is between Precision Decks and the original purchaser. This warranty is in lieu of any other warranty, express or implied. Any implied warranties, including but not limited to, the implied warranty of merchantability, fitness for a particular purpose, habitability, and any UC warranties are waived. This warranty shall be null and void and Contractor shall not be liable for any damages or expenses, If the Owner does not first grant Contractor access to the premises and the opportunity of Contractor to inspect, correct, or replace alleged defective items, before Owner incurs expenses or has work done by a replacement contractor.

TERM OF WARRANTY – ONE YEAR

This Warranty, as well as the statute of limitations for any claim of damages for defective work or material, is one year from substantial completion, defined as the earlier of: 1) the date of final payment or 2) the date of final acceptance by the building inspection department, or 3) the date Owner first moves into the property.

WHAT IS COVERED

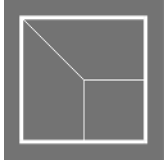
Contractor warrants that the improvements constructed are reasonably free of defects and within customary tolerances of construction industry. “Customary tolerances of the construction industry” means tolerances common and expected in the construction industry and guaranteed to be performed by a skillful and professional contractor. This warranty also covers work under customary tolerances for all subcontractors and other trades people under contract with the Contractor, including the crew of the Contractor. Contractor further warrants and guarantees that the work reasonably conforms to the requirements of the contract documents, drawings, plans, and specifications. If any defects are found, contractor shall repair or replace any of the alleged defective work. The work to be corrected will be the particular part or area that is defective. Contractor shall start corrective work within a reasonable time after written notice from the owner. Contractor shall have the option of repairing or replacing, at its election.

TRANSFER-ABILITY

This warranty applies to the original owner and may **NOT** be transferred to any subsequent owner within the initial one-year period after substantial completion.

EQUIPMENT, MATERIAL, AND APPLIANCES

Contractor hereby assigns (to the extent they are assignable) and conveys to Owner all manufacturers’ and suppliers’ warranties, together with operating instructions if available, on all goods, material, equipment and appliances provided to Contractor. Contractor has provided certain material, equipment, appliances, and goods that have been manufactured and or furnished by third party vendors, supply houses, lumberyards, distributors, and manufacturers (“products”). Contractor



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also agrees to properly install such materials. In the event a product is considered defective by the Owner, contractor shall use its best efforts to contract the supplier or manufacture and receive a free replacement. Contractor shall than within a reasonable time reinstall that new product without charge. Contractor did not manufacture such products. Contractor warrants its services and workmanship only. Accordingly, contractor cannot warrant or guarantee these products themselves. Contractor will not be liable for latent defects in any product (not observable on reasonable inspection). Owner's sole remedy for defective products, other than the obligation of contractor to replace same, is against such third-party vendors and their warranties, if any. This limitation still applies and a warranty is not deemed made, even if Contractor has furnished owner with product brochures, literature, or samples. Nor shall Contractor be liable for dangerous products, design defects in products, or defective warnings. However, Contractor shall lend assistance in settling any claim resulting from defects in these products.

REMEDIES

With respect to any claim asserted by Owner, it is understood there is no right to recover or request compensation for: incidental, indirect, special, consequential, secondary, or punitive damages; loss of use; diminution in value; rental costs; moving costs; delay in occupancy; construction, mortgage, loan, or line of credit interest charges; mortgage interest rate increases; loss profits or income; medical costs; damages for mental distress, aggravation, personal injury; or pain and suffering. Owner shall notify Contractor within a reasonable period after first knowledge of a problem, not to exceed 30 days. To be covered, the physical signs of the problem must be observable and have started to cause damage before the one-year period expires

WHAT IS NOT COVERED

This limited warranty does not cover the following items:

- Damage or defects caused by the failure to maintain any item or keep it in good working area.
- Damaging resulting from fire, freezing, storms, electrical malfunction or surge, lightning, earthquake, pest damage, acts of God, or other unforeseen causes or accidents.
- Damage from alterations, misuse, or abuse by any person; ordinary wear and tear; or problems caused by lack of maintenance.
- Damage resulting from your failure to observe any operation instructions furnished at the time of installation.
- Any item furnished, installed, modified, altered, or repaired by you or any other person other than Contractor
- Problems which arise in an attempt to match existing materials. There are limitations inherent in the matching of existing materials such as stucco, drywall, paint, wood, tile, flooring, concrete, and the like. *Exact duplication in matching, texture, and color cannot be guaranteed. Variations within industry tolerances will be considered acceptable.

It's simple, but it means what it says; if we did something wrong, we will take care of it.

Also, if you did something to damage the deck and need a repair done, we're still willing to work with you to get things corrected in a timely manner, and at a reasonable cost.