



## PROPER ROOFING

# MASTER LIMITED LIFETIME WORKMANSHIP WARRANTY:

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Proper Roofing and Remodeling LLC, referred to as contractor, agrees to perform all work in a professional manner using high quality materials and supplies, and in conformance with applicable building code standards. Contractor warrants to the Buyer that **ALL INSTALLATION WORK PERFORMED BY CONTRACTOR WILL BE FREE OF DEFECTS DUE TO WORKMANSHIP FOR SO LONG AS BUYER LIVES IN THE RESIDENCE WHERE THE PRODUCTS HAVE BEEN INSTALLED.**

To submit a claim, Buyer may contact Contractor by email or phone number listed on ProperRoof.com. Claims must be submitted to Contractor promptly after discovery of the claimed labor defect. Contractor will then schedule an appointment to inspect the premises and the labor warranty claim within a reasonable period of time after having received the claim. If after inspection, Contractor determines that a valid claim exists under the labor warranty, Contractor will repair, re-install, replace, or refund the price of the failing Contractor service, at Contractor's option. If Contractor elects to replace any or all product(s), and if such product(s) as originally installed are no longer available, Contractor shall have the right to substitute product(s) designated by Contractor to be of equal quality. Minor color variations may exist between replacement product and the originally installed product and are not indicative of a defective product or a labor defect. If, at Contractor's option, a refund is conveyed to the Buyer, then all warranties are terminated, and repair, replacement or removal of Contractor products shall become the sole responsibility of the Buyer. No warranties are valid unless and until the Owner has fulfilled all of its payment obligations under the Agreement. Non-warranty calls for repair or adjustment may result in a service charge. This labor warranty is for the benefit of the Buyer and shall only apply to installation work performed by Contractor. The labor warranty shall terminate immediately upon the transfer of home ownership. The labor warranty assumes normal and reasonable use of Contractor-installed products or components. Minor color or textural variations from lot-to-lot of product are not product or installation defects. The labor warranty does not cover any other damage, workmanship, or material failure beyond the control of Contractor including, but not limited to, damage caused by occurrences, such as settlement of the building, failure of the structure (including foundations and walls), use of incompatible accessories, removal, repair, or re-installation of any Contractor-installed products or components by anyone other than Contractor, normal weathering, corrosive effects of salt air and chemical pollutants, normal fading, deterioration of caulking compounds, fire, flood, lightning, high winds, windblown objects, earthquake, hurricanes, ice dams, icicles and/or ice storms, atmospheric conditions or weather of catastrophic nature as defined by the US Weather Bureau, other acts of God, intentional acts, unreasonable use, vandalism or pollution. The labor warranty also will not apply to damages resulting from the failure to provide reasonable maintenance, including failure to clean the product or maintain sealing, painting and/or caulking as reasonably necessary. Contractor is also not responsible for existing or developing spore or mold growth. There is conflicting evidence as to whether or not the existence or accumulation of molds (of which there are many different types and varieties) can be harmful to humans. It is the homeowner's responsibility to make sure excess humidity is controlled. Mold and mildew may be due to condensation, which may form on or within walls or other surfaces resulting from preexisting conditions in the Buyer's home and internal or external temperatures. Reducing the humidity in the home will often remedy any condensation or mold problems.

These warranties do not apply to damages due to or arising from the identification, detection, abatement, to encapsulation or removal of mold, asbestos, lead based products or other hazardous substances inside or outside of the structure being improved. The labor warranty of Contractor services is the only expressed warranty provided by Contractor. No employee, representative, agent, nor any other person, has authority to assume or incur on behalf of Contractor any obligation, liability, or responsibility in place of or in addition to these warranties. IN NO EVENT SHALL THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BE LONGER THAN THE DURATION OF THE EXPRESS WARRANTY STATED HEREIN. EXCEPT FOR THE WARRANTY PROVIDED HEREIN CONTRACTOR MAKES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NONENFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR'S LIABILITY TO BUYER UNDER THIS DOCUMENT IS LIMITED TO THE AMOUNTS RECEIVED BY CONTRACTOR FOR SERVICES RENDERED UNDER THE SALES AGREEMENT OR PURCHASE ORDER WITH THE BUYER. SOME STATES DO NOT PERMIT ANY LIMITATION ON THE LENGTH OF AN IMPLIED WARRANTY, AND THEREFORE THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. IN NO EVENT SHALL CONTRACTOR BE OBLIGATED OR LIABLE FOR INCIDENTAL, SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF CONTRACTOR PRODUCT OR SERVICES. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THEREFORE SOME OR ALL OF THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. THESE WARRANTIES PROVIDE SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

