



STANDARD WARRANTY POLICY

Should you have questions about your home or require service, please contact Stanbrooke Warranty Services at (253) 345-5032. We're here to help you. For your reference, we have re-printed the warranty section included in the contract you signed at the beginning of the process.

- A. The Contractor shall provide all required notices to the proper authorities, and shall obtain on behalf of the Customer all official inspections, permits, certificates, and licenses made necessary by the work to be done by the Contractor within the original scope of the contract. The Contractor shall supervise and direct the work, using his best skill and attention. Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures. The Contractor shall install materials specified in the contract. Where the contract does not call for a specific grade or specification, the Contractor will install materials which are new and conform to industry practice. The Contractor is not responsible for the suitability or function of materials specified by the Customer (whether or not installed by Contractor) nor for the suitability or function of materials installed or worked on by another contractor. Contractor is not responsible for the safeness or function of design(s) furnished by the Customer. The Contractor is not responsible for property damage or the consequences thereof caused by chemical, biological or toxic agents or elements that may be part of any building material utilized in construction. The Contractor shall not utilize any building material known to the Contractor to be directly toxic or harmful to persons or the environment.
- B. The Contractor warrants that all labor, materials and taxes will be paid for and there will be no potential lien claimants upon the completion of the work and final payment by the Customer. All work will be performed in a commercially reasonable manner and will be performed to industry standards or better. The Contractor will promptly return to the project at the Contractor's sole expense and repair or replace, as necessary, any work which does not comply with the requirements of this Agreement. The Contractor's warranty is for a period of twelve (12) months from the earlier date of certificate of occupancy, signing off the building permit (final), the customer taking actual occupancy, partial or total, or the customer moving or storing items or materials in the area or areas affected by construction. Any warranty claim of the Customer shall accrue only during this period. Any warranty claim must be written and sent by mail or fax to the Contractor during the warranty period or it is waived. Any warranty claim or any other cause of action arising under the terms of this Agreement, including the warranty, must be filed in a court of competent jurisdiction within four (4) months of the expiration of the warranty. Any unresolved, unasserted or undiscovered claim or cause of action, including any claim for indemnification, which is not filed within four (4) months from the expiration of this warranty is waived. Any claim asserted under this warranty or other terms of this Agreement is expressly limited to claim(s) made in writing and sent to the Contractor during the warranty period as specified above. These terms shall be strictly enforced by the Arbitrator. Warranty work performed by the Contractor does not extend the warranty. The warranty is void if a person or firm other than this Contractor performs or re-performs any work within the scope of this Agreement.

THIS WARRANTY IS GIVEN IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY OTHERWISE PROVIDED UNDER THE LAWS OF WASHINGTON, INCLUDING THE WARRANTIES OF FITNESS, MERCHANTABILITY AND HABITABILITY.

C. Manufactured or consumer products such as roofing materials, siding, appliances, hardware, windows, heating and mechanical systems, fixtures, etc. are not separately warranted by the Contractor. In the event that the Customer encounters a defect in a manufactured or supplied product, the Contractor shall assist the Customer in securing the repair or replacement of these products pursuant to the particular manufacturer's or distributor's warranty.

D. ***This Warranty Excludes The Following:***

(1) Concrete or mortar cracks caused by normal expansion and contraction that do not substantially impair structural elements, (2) Cracking in the brick facing, both inside (if fireplace is bricked) and outside which does not affect the safety or function of the facing or fireplace, (3) Discolorations due to the elements, rain runoff, weathering, leaching of salts, or bleaching, (4) Floor squeaks not brought to the Contractor's attention in writing within the warranty period. Misuse or overloading of structure by Customer negates Contractor's obligations under this clause. Floors are either nailed, stapled, screwed or glued in a special manner to try to eliminate squeaking. Customer should be aware, however, that it is virtually impossible to "squeak-proof" a wood floored structure. (5) Warpage, cupping or shrinking of hardwood floors. Hardwood floors are beautiful but have drawbacks. One drawback of hardwood flooring is the possibility of warpage, cupping or shrinkage. A moisture variation of as little as 2% may warp or cup hardwood flooring. Contractor will be responsible for hardwood floors until occupancy. Customer will assume responsibility for any warping or cupping not stated on the punch list. Specifically excluded from any warranty coverage is any hardwood flooring in the kitchen or bathroom(s). In using real wood, there will be variations in color, grain and texture, (6) Mold, mildew, moss and fungi are inevitable in the Pacific Northwest. Contractor warrants that all construction shall conform to industry standards and applicable building codes. Contractor does not warrant against mold, mildew, moss, fungi, or insects, (7) Cracks and nail pops in the sheetrock caused by normal shrinkage and settling appearing after one year. The Contractor shall repair sheetrock or drywall only once during the warranty period. Waiting until near the end of the warranty period before requesting repair is suggested. Sheetrock or drywall will sometimes develop nail pops or settlement cracks. These nail pops or settlement cracks are a normal part of the settlement process, (8) Warpage of doors due to temperature differential or temperature changes unless the doors become inoperable or cease to be weather resistant, (9) Discoloration and erosion of tile grout, (10) Expansion and contraction of the siding. The Customer should be aware that siding does change dimension with changing weather conditions, swelling in wet weather and shrinking in dry. Furthermore, the siding may shrink vertically to expose thin, unpainted siding below the butt of the beveled siding, a condition for which Contractor offers no warranty, (11) Cracking of wood. Wood will sometimes crack, check, or "spread apart" because of the drying out process. This condition is most often caused by the heat inside of the structure or exposure to the sun on the outside of the structure. This may show up, and the Customer is responsible for any resulting maintenance or repairs, (12) Cracking or bleeding of caulking. Exterior caulking and interior caulking in bath tubs, shower stalls, ceramic tile surfaces, and countertops may crack or bleed in the months following installation. These conditions are normal. Maintenance or repairs of them are the Customer's responsibility, (13) Variation in stain. All items that are stained will normally have a variation of colors because of the different textures and species of the woods. Because of weather changes, doors that have panels will sometimes dry out and leave a small space of bare wood. These conditions are not defects. (14) Landscaping, grading, bulkheads, earth movement, or instability of soil or earth, or freezing of hose bib outlets, warpage of exterior French doors or store doors, (15) Adjustments to pocket doors or shower doors, (15) Appliances or fixtures.

STANBROOKE CUSTOM HOMES, INC.