



## LIMITED WARRANTY

DENYON HOMES, CONTRACTOR, warrants to BUYERS that from the date of closing, and for one year thereafter, CONTRACTOR will repair or replace, or pay the reasonable cost of such repair or replacement, at its option, any defects in such home caused by faulty materials or workmanship supplied by CONTRACTOR under this Contract. ALTHOUGH THIS WARRANTY BEGINS ON THE DATE OF CLOSING, NO PERFORMANCE OF THE WARRANTY WILL BE MADE BY CONTRACTOR UNTIL CONTRACTOR HAS RECEIVED PAYMENT IN FULL FROM BUYER.

### WARRANTY DOES NOT APPLY TO:

1. Materials or workmanship supplied by BUYER, his suppliers or subcontractors.
2. Materials (including, but not limited to, appliances, plumbing, heating, cooling and electrical systems) warranted by CONTRACTOR'S suppliers. Claim relating to such materials shall be made directly to such supplier pursuant to such supplier's warranty.
3. Any defects, unless written notice of defect is given to CONTRACTOR as soon as practicable after the defect first appears. The right to file warranty claims on CONTRACTOR'S warranty expires ten days after the end of CONTRACTOR'S warranty period.
4. Any defects resulting from alteration, modification or improper maintenance of any material, systems, appliances, equipment or fixtures supplied pursuant to this Contract.
5. Normal wear and tear or deterioration of the home.
6. Dampness or condensation due to failure by owner to maintain adequate ventilation, failure to maintain property grade pitching away from foundation at all eave lines of house and garage and failure to provide gutters and downspouts with extensions and/or keep same clear of debris.
7. Any workmanship, materials, appliances, equipment or fixtures not provided pursuant to this Contract.
8. Any loss or damage resulting directly or indirectly from misuse, negligence, acts of God, accident or casualty.
9. Loss or damage, which occurs after the home, is no longer used primarily as a residence.
10. Insect or rodent damage of any nature whatsoever.
11. Any type of sanitary sewer or storm sewer back up which is out of CONTRACTOR'S control.

12. All service requests must be in writing and signed by buyer. Requests may be submitted online at [www.DenyonHomes.com/warranty-request](http://www.DenyonHomes.com/warranty-request) or e-mailed to [warranty@denyonhomes.com](mailto:warranty@denyonhomes.com).

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS. CONTRACTOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES TO ANY PERSON OR PROPERTY.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Buyer(s) \_\_\_\_\_

\_\_\_\_\_

Contractor \_\_\_\_\_