

Zion Restoration U.S.

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FIVE YEAR WARRANTY

Coverage – Contractor’s work (“Work”) is warranted to be free from defects in workmanship under normal use for which it was intended for a period of five (5) full years from the date of satisfactory completion of work. This Warranty is void unless Customer has paid all of Contractor’s charges in full within thirty (30) days of the dated signature of the property owner on the contractor’s Certificate of Satisfaction Form.

Limitations.

- a) Coverage under this Warranty is limited to the repair or replacement of defective work, at Contractor’s option. Coverage is limited to the stated value of the applicable line items of repair as listed on the Contractor’s estimate.
- b) The warranty applies only if Contractor was permitted to perform its entire scope of work in the manner it recommended, and as approved by the property owner’s insurer.
- c) Contractor is the sole warrantor of any work performed by the contractor.
- d) This warranty is not transferable to future owners of the property.
- e) Materials used by Contractor are warranted based on manufacturers’ warranties and this warranty does not supersede, amend, or become part of manufacturer’s warranty, processes for fulfillment, or indemnification.

Exclusions. The following are excluded from this Warranty:

- a) Any and all claims resulting from work completed on water mitigation projects.
- b) Claims resulting from a defect in materials or products not manufactured by the Contractor. These claims must be made directly with the manufacturer. Contractor will cooperate with Customer’s efforts to make such claims.
- c) Claims or damage that results from misuse, neglect, accident, wear and tear, marring, scratching, soiling, degradation, mold, subsequent exposure to water or pollutants of any kind and/or failure to follow manufacturer’s guidelines for care.
- d) The warranty shall not cover subsequent loss or damage due to: (a) a separate event, (b) a cause that could not reasonably have been known at the time of scope, or (c) work that was outside the Contractor’s written scope of Work.
- e) Claims regarding Work that has been repaired or altered without Contractor’s written consent in any way so as to adversely affect the stability, integrity or durability of the Work.
- f) Consequential, indirect, incidental or liquidated damages or penalties.

Mandatory Claims Procedure.

- a) Warranty claims must be in writing to Contractor within forty-eight (48) hours of discovery. Only emergency claims will be taken by telephone, but must be subsequently confirmed in writing within forty-eight (48) hours. Customer’s failure to provide notice, access or a reasonable opportunity to cure shall constitute a waiver of the customer’s rights under this warranty and a waiver of the right, if any, to recover attorney’s fees in any legal action in which the customer seeks compensation under this Warranty.
- b) Contractor shall have the right to cure any defect within fifteen (15) days of receipt of written notice of the defect. The property owner must provide access to the property as often is reasonably necessary to effect a proper evaluation and subsequent repair by the original Contractor or designated Contractor in the event the original Contractor is no longer in business.

This Warranty is in place of all other warranties, express or implied, except those which the law does not permit to be waived. With respect to such implied warranties which may not be waived, which may include but not be limited to warranties of merchantability, fitness for particular purpose, and habitability, such warranties are limited to the warranty set forth above.

I hereby acknowledge receiving a copy of this Warranty.

Homeowner Signature

Date

Contractor / Witness

Date

Zion Restoration, U.S.