



1951 N. Main Street
Orange, CA 92865
Phone: (714)666-0190
Toll Free: (800)548-1186
Fax: (714)666-0290
License#: 820650

GARLAND RESTORATION, INC.' STANDARD WARRANTY

The following terms and conditions shall constitute Garland Restoration, Inc.'s (Garland) Standard Warranty pursuant to the Proposal / Construction Contract:

1. The materials and equipment if any furnished under the contract shall be of new and good quality upon installation.

2. The work performed under the contract shall be performed in a good and workmanlike manner, free of material defects.

3. The warranties herein provided shall remain in effect for period of three (3) years following completion of work by Garland.

4. Any work and/or materials that are not in conformance with the warranties provided by this Standard Warranty shall be subject to the following "call-back and right to cure" remedy:

a. Customer shall be obligated to provide Garland with written notice of any alleged defective work and/or material within one year of discovery of such condition(s);

b. Customer shall be obligated to allow Garland to cure such alleged defective work and/or material by performing reasonably required repairs or replacement of such work and materials at Garland's expense.

c. Customer's failure to give Garland timely notice of defective work and/or materials and an opportunity to cure shall constitute a waiver of the customer's right to later demand a cure or make a claim for breach of warranty.

5. Performance of remedial work by Garland shall not extend the warranty period for work not covered by the remedial work. The remedial work shall carry a warranty for an additional year from completion.

6. Warranty Exclusions. Garland shall have no responsibility to perform repairs to work or materials resulting from: (a) alterations to the work not performed by Garland Restoration; (b) abuse of, or damages to, the work caused by third parties; (c) improper use of the material and equipment other than for its intended purpose; (d) customer's failure to properly operate or maintain the work; and (e) normal wear and tear. Garland shall also have no responsibility for design errors or omissions unless it has specifically agreed to assume design responsibilities.

7. Garland specifically disclaims any warranty or liability arising from implied warranties, including the implied warranty of fitness for a particular purpose and the implied warranty of merchantability.