

# Youngs & Company

## Lifetime Limited Warranty

### A. What Does This Warranty Cover?

This warranty covers **our work** for our clients, period . . . that is, the construction of your project.

### B. What Does This Warranty Not Cover?

Normal wear and tear, abuse and misuse; all products and materials installed in the project – they typically have their own warranties which cover them, except as any incompetency in our work may require additional remedy. If any of our work is modified, repaired or changed in any way by others this warranty is completely null and void. Also, we do not warranty the products and materials that are provided by or through the owner, nor their installations, *including if we are the installer of such*. If we install something that the owner provides and have to remove, replace or repair it for any reason, we will charge for that labor, with its additional incurred costs (including all materials, travel, tools use, our markup, and any other costs). We will also charge for any subsequent work required and materials needed for disturbing other work in order to remedy a situation around the items that the owner (or others) provided, or modified, repaired or changed since initial installation. We do not warranty any existing work or surfaces that we may need to work around, over, adjacent to, or tie-in to with our work, if we are not fully replacing such with entirely new work, products and materials as a part of the project scope.

### C. What is the Period of Coverage?

This warranty starts the day we receive full and final payment, and continues for as long as you own and occupy the home, and as long as this business is operating under the same ownership. If for any reason we do not receive full and final payment when due per the standard terms of our Agreement for the construction of your project – aside from monies retained for uncompleted punch-list items, until they are completed – any commencement and effectiveness of this warranty will become subject to the sole discretion of Youngs & Company. Punch-list retainers are addressed in the Agreement for Construction.

### D. What are the Owner's Responsibilities?

Your responsibilities are to properly and regularly use and maintain the work that we have done. You must also contact us immediately when you think you have discovered a defect in our work. And, you must maintain all materials and products per the manufacturers' instructions. Any lapse in these responsibilities will make this warranty completely null and void.

### E. What We Will Do to Correct Problems?

When we have been contacted about a problem with our work we will place you into the first available slot in order to remedy the situation. If the situation is urgent and important it will be addressed immediately. If it is not urgent, it will be addressed as quickly as we can get to it. Every attempt will be made to remedy within 30 days of you contacting us. We will also assist you in getting warranty maintenance for products and materials from our suppliers and trades contractors that provided and/or installed these items. The remedy will be to its originally intended quality and purpose only.

### F. What We Will Not Do?

Under this warranty, we will not remedy situations caused by or complicated by attempted remedies of others. This contractor reserves the right to remedy any and all work that is found to be unsatisfactory, including any punch-list items ... if the owner hires someone else to perform remedial work this contractor will not be responsible for any defects found, nor for any monies necessary to perform the remedial work, or to replace or repair materials or products. Such action will also void this warranty. If it is discovered at any time before, during or after any warranty work is performed that someone else had attempted to remedy work covered under this warranty, this contractor will charge for the labor and materials as stated in item B above.

### G. How Do You Get Service?

Contact Youngs & Company by phone, text, mail, email, or website contact.

### H. What Must You Do to Keep the Warranty in Effect?

Nothing is needed to keep this warranty in effect except as stated herein.

### I. How Does State Law Relate to This Warranty?

California Contractors State License Law and Business and Professions Code may have additional remedies besides those stated herein.

### J. Definitions:

'Owner' can mean homeowner or agent acting for the owner, building owner, or client.

'Punch-list' is a term used to define any work item that is not completed when the project is substantially ready for use by the owner.

Project Owner	_____	Address	_____
Completed	_____	Contractor	_____
Description	_____		