



Antilles No-Moisture Warranty

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Date: April 11, 2007

Project Location: 123 Antilles Lane Atlanta, GA 30097

Owner: John and Susie Homeowner

We, **Antilles Construction, LLC**, contractor for owner, Stephen and Frances Elliott, as described in our contract dated February 20, 2007, pertaining to Work described therein and below, do hereby warrant that all labor and materials furnished and work performed in conjunction with the above-referenced project are in accord with the Contract Documents and authorized modifications thereto and will be free from defects caused by defective materials or workmanship for a period of One (1) year from the Date of Substantial Completion. This *Antilles No-Moisture Warranty* Commences on February 22, 2007 (Date of Substantial Completion) and expires on February 22, 2008. The first year of the *Antilles No-Moisture Warranty* is at no charge to the Owner. There will be a \$300.00 administrative cost for each succeeding year the Owner has the property reinspected and opts to extend the warranty as outlined in paragraph "G".

In connection with the Subject Work (the "Work") exclusive to the stucco cladding only described as follows:

A. Antilles warrants that all materials furnished and incorporated in the Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Antilles hereby warrants that if our stucco repairs, sealants, kick outs or wood repairs fail to keep the repaired area (the "Work") moisture-free as defined as a warranted area with moisture greater than 18% as determined with the use of a Delmhorst BD Series meter or visually by Antilles or its approved inspector, as a direct and proximate result of defective repairs performed by Antilles or defective materials used by Antilles in performing such repairs (hereafter a "Construction Defect" or "Defect"), **Antilles will correct the Defect and repair or replace any Defect in the Work, as well as damages to interior sheetrock, framing studs, and other structural damage to wall system components, solely to the extent such damage is directly and proximately caused by defective repairs or materials performed or used by Antilles ("Covered Repairs").** The scope of Covered Repairs hereunder shall exclude damage to hardwood flooring, tile, and carpeting. Should any Defect develop during the *Antilles No-Moisture Warranty* period due to defective materials or workmanship, upon receipt by Antilles of written notice by the Owner of the specifically described Defects (which notice must be received by Antilles during the *Antilles No-Moisture Warranty* Period described above), and verification by Antilles that its work or materials were defective, **Antilles will perform Covered Repairs to the Work at the Project at no expense to the Owner.** This *Antilles No-Moisture Warranty* does not cover defects caused by materials or components (e.g. failing paint or roof leaks) surrounding or adjacent to Work performed by Antilles.

B. Antilles obligations hereunder are subject to the condition that the Owner must give Subcontractor timely written notice of a Construction Defect Claim during the *Antilles No-Moisture Warranty* period,

and in accordance with paragraph A, and otherwise in accordance with the requirements of O.C.G.A. §8-2-35 through 8-2-40, a statute that mandates a procedure for Alternative Resolution of Construction Defect Claims.

C. Antilles obligations hereunder shall not include, and shall expressly exclude, any liability or obligations to repair preexisting mold damage, wood rot, or insect damage, and excludes damage caused by termites, mold, mildew, insects, pests, or other wood destroying organisms. The Antilles warranty shall only cover repairs to the Work performed by Antilles at the Project, as described above or in the contract between Antilles and Owner. Antilles obligations hereunder shall also expressly exclude liability for Work performed by other contractors, whether such work impairs or otherwise causes damage to the Work of Antilles described above, or causes the Work of Antilles described above to become defective or otherwise fail. Antilles shall have no obligation to correct Defects in Work arising from damage to said Work or neglect of said Work caused by the acts or omissions of Owner.

D. Notwithstanding the foregoing, under no circumstances shall Antilles be liable to the Owner in any way for indirect, special, incidental or consequential damages directly or proximately flowing from Defects in any labor or materials provided by Antilles, including but not limited to, lost profits, lost revenues or lost business, whether or not the Owner has been advised of the possibility of such damages and whether or not such damages are foreseeable, nor for any bodily injury or property damage caused by, contributed to, or aggravated by mold, mildew or fungus/bacteria.

E. Antilles makes no warranties other than the warranty expressly set forth above, and none shall be implied. ANTILLES DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. The *Antilles No-Moisture Warranty* of Antilles Construction, LLC shall immediately become null and void if: (1) the Work is abused or not properly maintained by Owner; or (2) any entity other than Antilles (i) attempts to modify the Work, or (ii) attempts to repair or replace the Work without first allowing Antilles an opportunity to repair or replace the Work as provided in paragraph A.

G. The remedy set forth in paragraph A is the Owner's sole and exclusive remedy for breach of *Antilles No-Moisture Warranty*. The *Antilles No-Moisture Warranty* issued by Antilles Construction, LLC may be renewed each succeeding year for a fee of \$300.00 where an EDI-certified and Antilles approved inspector has inspected and performed moisture testing as deemed necessary by Antilles and the approved inspector (note: *Moisture testing on Hard Coat systems or foil backed systems may be waived as the moisture readings are not necessarily reliable.*) on the premises prior to performance of repairs by Antilles, repairs are performed based upon said inspector's report, and the same inspector performs an inspection at homeowner's cost each succeeding year that the *Antilles No-Moisture Warranty* remains in force, or the annual inspection is performed at homeowner's cost by a substitute inspector who is also EDI-certified, and on the approved list maintained by Antilles. Antilles Construction, LLC will pay for a visual interim inspection at homeowner's request. The visual interim inspection must be performed by an EDI certified inspector. Interim inspections are only available on three to five year warranty's.

1) Antilles Construction, LLC will coordinate an annual inspection and moisture testing as deemed necessary by an EDI-certified and Antilles Construction approved inspector each succeeding year during the month the repair was completed, upon the homeowner's request, at the homeowner's cost.

2) If unacceptable moisture is detected as defined as a warranted area with moisture greater than 18% as determined with the use of a Delmhorst BD Series meter or visually by Antilles or its approved inspector, Antilles Construction, LLC can correct this problem by re-flashing or re-caulking the problem area or areas at cost to the homeowner if these areas were not included in previous contracted Work between Owner and Antilles.

3) If homeowner notices an obvious problem, it is their responsibility to contact Antilles Construction, LLC by phone or in writing immediately to schedule a visual inspection provided by Antilles Construction, LLC. The cost for this inspection is included in the annual fee.

4) During the inspection, the homeowner must have the property (both inside and outside) accessible to the Antilles Construction, LLC service representative or its approved inspector.

5) This agreement only provides for an extended *Antilles No-Moisture Warranty* by Antilles Construction, LLC with an annual cost of **\$300.00 per year**. Antilles Construction, LLC reserves the right to cancel this agreement if the Project and Work is not made accessible for the annual inspection and moisture testing. Antilles Construction, LLC reserves the right to not renew this warranty at its sole discretion.

H. Antilles Construction, LLC is not responsible for previous or hidden damage, nor responsible for damage not addressed in the contracted Work between Owner and Antilles Construction, LLC.

I. Antilles Construction, LLC shall not be held liable for changes in industry standards.

J. This warranty provides damage coverage solely to areas outlined in paragraph "A" of the Antilles No-Moisture Warranty. The Antilles No-Moisture Warranty is not a "Damage Warranty" or "Stucco Bond." [NOR IS THIS CONTRACT AN INSURANCE CONTRACT, MAINTENANCE AGREEMENT, OR SERVICE CONTRACT.]

K. The *Antilles No-Moisture Warranty* shall be governed by and construed and interpreted in accordance with the laws of the State of Georgia applicable to contracts made and fully performed within the State of Georgia.

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