

LIMITED WARRANTY

1. TO WHOM GIVEN. This Limited Warranty is extended to you as the Client named on the Limited Warranty Identification page (hereinafter referred to as "page 1"), while you, the client (hereinafter sometimes referred to as "you"), and own the Home. It does not extend to subsequent owners of the Home or other persons.
2. BY WHOM MADE. This Limited Warranty is made exclusively by New Dimensions Remodeling, Inc. (hereinafter referred to as "NDR").
3. TWO-YEAR COVERAGE PERIOD. The warranty Period for this coverage begins and expires on the dates set forth on page 1.

A. NDR warrants that for two years, the remodeling performed by NDR will be free from latent defects. Such warranty does not extend to:

(1) any defect that does not constitute either (a) defective workmanship performed by NDR or by an agent, employee or subcontractor of NDR; (b) defective materials supplied by NDR or by an agent, employee, or subcontractor of NDR, however, NDR makes no warranties for and will not be liable to you for any imperfections resulting from the inherent limitations of materials, e.g., the cracking, spalling or pitting of concrete masonry or black top and/or typical shrinkage of new lumber as accepted in the industry; (c) defective design provided by an architect, landscape architect, engineer, surveyor, or other design professional retained exclusively by NDR; and/or (d) in the case of goods sold incidentally with or included in the remodeling (e.g. stove, refrigerator, air conditioner, dishwasher, washer/dryer), defects due to failure by NDR to have installed such systems in a skillful manner, however, NDR makes no warranty with respect to the merchantability, fitness or any other express or implied warranties with respect to such goods/appliances and all such goods/appliances shall carry the manufacturer's warranty, only; or

(2) any patent defect which an examination ought in the circumstances to have revealed, upon completion of the contract when you, before accepting construction as complete and signing this Limited Warranty, have examined the work performed under the contract as fully as you desired, including all goods and materials supplied, or has refused to examine same.

B. Workmanship, materials, design, and installation will be considered defective if they fail to meet or exceed the relevant standards and specifications of the New York State Uniform Fire Prevention and Building Code.

C. The following are excluded from Warranty Coverage, Major Systems Coverage, and Major Structural Defects Coverage:

(a) Damage to real property which is not part of the remodeling covered by Limited Warranty; (b) damage caused by negligence, improper maintenance, or improper operation by anyone other than NDR, its employees, agents, or subcontractors; (c) damage caused by failure of Client or anyone other than NDR, its employees, agents or subcontractors, to comply with the warranty requirements of manufacturers or suppliers of appliances, fixtures, items or equipment; (d) damage caused by failure of