

the Clients to give notice to NDR of any defects or damage within a reasonable time; (e) changes in the grading or the ground by anyone other than NDR, its employees, agents or subcontractors; (f) changes, alterations or additions made to the Home by anyone after the warranty coverage begins as shown on page 1, except those changes, alterations, or additions made by NDR, its agents employees or subcontractors; (g) dampness or condensation due to failure of the Client or occupant to maintain adequate ventilation ; (h) pre-existing conditions; (l) loss or damage caused by seepage of water unless such loss or damage is the direct result of a construction defect by NDR; (j) any damage which you have not taken timely action to minimize; (k) normal wear and tear and normal deterioration; (l) insect damage; (m) bodily injury or damage to personal property; (n) loss or damage which arises while the Home is being used primarily for nonresidential purposes; (o) loss or damage due to abnormal loading on floors by the Homeowner and/or Client which exceeds design loads as mandated by code; (p) costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repair; and (g) consequential damages (except where required by state law), including, but not limited to, painting, wallpapering and redecorating.

4. LEGAL ACTIONS. (a) Written notice of a warranty claims for breach of this warranty (in the form set fourth on page 2 hereof) must be received by NDR prior to the commencement of any suit, action or legal proceeding and no later than thirty (30) days after the warranty period set forth on page 1. Additionally, prior to commencing a suit against NDR for breach of this warranty, the owner and occupant of the Home shall afford NDR a reasonable opportunity to inspect, test and repair the portion of the home to which the warranty claim relates; (b) no suit, action or proceeding against NDR under this warranty may be commenced in any Court Warranty may be commenced in any Court or forum after one (1) year from the date Warranty Coverage expires as shown on page 1 under this Limited Warranty; (c) in addition to the foregoing, if NDR makes repairs in response to a warranty claim, an action with respect to such claim may be commenced within one year after the last date on which such repairs are performed. The measure of damages shall be the reasonable cost of repair or replacement proximately caused by the breach of warranty, not to exceed the monetary limit set forth on page 1.
5. GENERAL PROVISIONS. (a) This Limited Warranty may not be changed or amended in any way except in a writing signed by the party to be charges; (b) This Limited Warranty is to be binding upon NDR, its successors and assigns but shall only insure to the benefit of the Client (s) /Homeowner (s) whose name (s) appear on page 1; (c) Should any provision of this Limited Warranty be deemed unenforceable by a court of competent jurisdiction, such determination will not affect the enforceability of the remaining provisions; (d) Use of one gender in this Limited Warranty includes all other genders, and use of the singular includes the plural, as may be appropriate; (e) This Limited Warranty is governed by New York Law.

THANK YOU FOR CHOOSING NEW DIMENSIONS REMODELING, INC.