

## Limited Warranty Agreement

Trust Home Builders (a dba of IMC Industries LLC), hereafter called the "Company," whose office is located at 7181 N Hualapai Way Suite 135 Las Vegas, NV 89166, extends the following one-year limited warranty to \_\_\_\_\_ hereafter referred to as "Owner," who has contracted with the Company for purchase of the home located at 1759 Harpsichord Way Henderson, NV 89012 pursuant to the purchase agreement and subsequent addendums first executed on \_\_\_\_\_.

The commencement date of the warranty is \_\_\_\_\_ and extends for a period of one year.

### 1. Coverage on Home Except Consumer Products

The Company expressly warrants, for *one year from closing\**, to the original Owner and to subsequent Owner of the home that the home will be free from defects in materials and workmanship resulting from noncompliance with the standards set forth by the Nevada Contractors Board and itemized in the "Residential Construction Performance Guidelines Manual"

\*except as otherwise prescribed by the Residential Construction Performance Guidelines Manual

This manual prescribes duties owed by Nevada Contractors as well as homeowner responsibilities for maintenance.

Structural/foundational workmanship is covered for 5 years total. Structural and foundational coverage is limited to Nevada State Contractor Board's definition of failure and poor workmanship.

### 2. Coverage on Consumer Products

For purposes of this Limited Warranty Agreement, the term "consumer products" means all appliances, equipment and other items that are consumer products for the purposes of the Magnuson-Moss Warranty Act (15 U.S.C., sections 2301-2312) and that are located in the home on the commencement date of the warranty. The Company expressly warrants that all consumer products will, for a period of one year after the commencement date of this warranty, be free from defects resulting from noncompliance with the generally accepted standards in the state in which the home is located, that assure quality of materials and workmanship. Any implied warranties for merchantability, workmanship, or fitness for intended use on any such consumer products shall terminate on the same date as the express warranty stated above. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you. The Company hereby assigns to the Owner all rights under manufacturers' warranties covering consumer products. Defects in items covered by manufacturers' warranties are excluded from coverage of this limited warranty, and the Owner should follow the procedures in the manufacturers' warranties if defects appear in those items. This warranty gives you specific legal rights within the State of Nevada.

### 3. Company's Obligations

If a covered defect occurs during the one-year warranty period, the Company agrees to repair the defective issue pursuant to the abovementioned guideline. The Company's total liability under this warranty is limited to the purchase price of the home stated above. The choice between repair, replacement, or payment is the Company's. Any steps taken by the Company to correct defects shall not act to extend the term of this warranty. All repairs by the Company shall be at no charge to the Owner and shall be performed within a reasonable length of time, defined as 30 days from the date on any warranty work order issued by the Company unless other scheduling is arranged with the Owner.

#### **4. Owner's Obligation**

Owner must provide normal maintenance and proper care of the home according to this warranty, the warranties of manufacturers of consumer products, and generally accepted standards of the state in which the home is located. The Company must be notified in writing, by the Owner, of the existence of any defect before the Company is responsible for the correction of that defect. Written notice of a defect must be received by the Company prior to the expiration of the warranty on that defect and no action at law or in equity may be brought by the Owner against the Company for failure to remedy or repair any defect about which the Company has not received timely notice in writing. The Owner must provide the Company with access to the home during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., to inspect the defect reported and, if necessary, to take corrective action.

#### **5. Insurance**

In the event the Company repairs or replaces or pays the cost of repairing or replacing any defect covered by this warranty for which the Owner is covered by insurance or a warranty provided by another party, Owner must, upon request of the Company, assign the proceeds of such insurance or other warranty to the Company to the extent of the cost to the Company of such repair or replacement.

#### **7. Other Exclusions**

The following additional items are excluded from limited warranty:

1. Defects in any item that was not part of the original home as constructed by the Company.
2. Nicks, dents, blemishes in finishes reported after close of escrow
3. Any defect caused by or worsened by negligence, improper maintenance, lack of maintenance, improper action or inaction, or willful or malicious acts by any party other than the Company, its employees, agents, or trade contractors.
4. Normal wear and tear of the home or consumer products in the home.
5. Loss or damage caused by acts of God, including but not limited to fire, explosion, smoke, water escape, changes that are not reasonably foreseeable in the level of underground water table, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, and earthquakes.
6. Any defect or damage caused by changes in the grading or drainage patterns or by excessive watering of the ground of the Owner's property or adjacent property by any party other than the Company, its employees, agents, or trade contractors.
7. Any loss or damage that arises while the home is being used primarily for nonresidential purposes.
8. Any damage to the extent it is caused or made worse by the failure of anyone other than the Company or its employees, agents, or trade contractors to comply with the requirements of this warranty or the requirements of warranties of manufacturers of appliances, equipment, or fixtures.
9. Any defect or damage that is covered by a manufacturer's warranty that has been assigned to Owner under paragraph 2 of this Limited Warranty.
10. Failure of Owner to take timely action to minimize loss or damage or failure of Owner to give the Company timely notice of the defect.
11. Insect or animal damage.

## 8. Arbitration of Dispute

The Owner shall promptly contact the Company's warranty department regarding any disputes involving this Agreement. If discussions between the parties do not resolve such dispute, either party may, upon written notice to the other party, submit such dispute to arbitration. The arbitrator shall proceed under the construction industry rules of the American Arbitration Association. The award of the arbitrator shall be final, conclusive, and binding upon the parties. The expenses of the arbitrators shall be shared equally, but each party shall bear its own fees and costs.

Purchaser Initials \_\_\_\_\_ Purchaser Initials \_\_\_\_\_

## 9. Exclusive Warranty

Purchaser Initials \_\_\_\_\_ Purchaser Initials \_\_\_\_\_

The Company and the Owner agree that this limited warranty on the home is in lieu of all warranties of habitability or workmanlike construction, or any other warranties, express or implied, to which owner might be entitled, except as to consumer products. No employee, trade contractor, or agent of the Company has the authority to change the terms of this one-year limited warranty.

Homeowner understands warranty requests will be initiated with an email to:

Warranty@TrustHomeBuildersNV.com

Dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Owner \_\_\_\_\_

Owner \_\_\_\_\_

Builder \_\_\_\_\_