



LIMITED WARRANTY AGREEMENT

Contractor: Victory Builders LLC

Owners:

Project Address:

NOTICE:

This warranty is in lieu of any other warranty, expressed or implied. Any implied warranties, including but not limited to, the implied warranty of merchantability, fitness for a particular purpose, habitability, and any UCC warranties are waived.

This warranty shall be null and void and Contractor shall not be liable for any damages or expenses, if the Owner does not first grant Contractor access to the premises and the opportunity of Contractor to inspect, correct, or replace alleged defective items, before Owner incurs expenses or has work done by a replacement contractor.

WHAT IS COVERED:

Contractor warrants that the improvements constructed are reasonably free of defects and within customary tolerances of the construction industry. "Customary tolerances of the construction industry" means tolerances common and expected in the construction industry and guaranteed to be performed by a skillful and professional contractor. This warranty also covers work under customary tolerances for all subcontractors and other trades people under contract with the Contractor, including the crew of the Contractor. Contractor further warrants and guarantees that the work reasonably conforms to the requirements of the contract documents, drawings, plans and specifications. If any defects are found, the contractor shall repair or replace any of the alleged defective work at its cost. The work to be corrected will be the particular part or

area that is defective. Contractor shall start corrective work within a reasonable time after written notice from the owner. Contractor shall have the option of repairing or replacing, at its election.

TERM OF WARRANTY:

This Warranty, as well as the statute of limitations for any claim of damages for defective work or materials, is one year from substantial completion, defined as the date of Certificate of Occupancy received with the 6 year structural warranty per North Carolina Regulations. Properties used as rentals will be limited on warranty to Plumbing, Electrical, HVAC, Structural and Product Manufacturers warranties only.

TRANSFERABILITY:

This warranty is applied to the original owner and may be transferred to any subsequent owner within the initial one-year period after substantial completion.

EQUIPMENT, MATERIAL AND APPLIANCES:

Contractor hereby assigns (to the extent they are assignable) and conveys to Owner all manufacturers and supplier's warranties, together with operating instructions, if available, on all goods, materials, equipment, and appliances provided to Contractor. Contractor has provided certain material, equipment, appliances, and goods that have been manufactured and/or furnished by third party vendors, supply houses, lumber yards, distributors, and manufacturers ("products"). Contractor will use its best efforts so that such products are new and purchased from reputable suppliers. Contractor also agrees to properly install such materials. In the event a product is considered defective by the Owner, the contractor shall use its best efforts to contact the supplier or manufacturer and receive a free replacement. Contractor shall then within a reasonable time, reinstall that new product without charge. Contractor did not manufacture such products. Contractor warrants its services and workmanship only. Accordingly, the contractor cannot warrant or guarantee these products themselves. Contractor will not be liable for latent defects in any product (not observable on reasonable inspection). Owner's sole remedy for defective products, other than the obligation of the Contractor to replace the same, is against such third-party vendors and their warranties, if any. This limitation still applies, and a warranty is not deemed made, even if the Contractor has furnished the owner with product brochures, literature, or samples. Nor shall the Contractor be liable for dangerous products, design defects in products, or defective warnings. However, the Contractor shall lend assistance in settling any claim resulting from defects in these products.

HOW TO OBTAIN SERVICE:

If a problem develops during the warranty period, Owner shall notify Contractor in writing of the specific problem. Owner shall give such notice promptly after first discovering the condition. Contractor will begin performing the obligations under this warranty within a reasonable time of receipt of such a request and will diligently pursue these obligations.

Repair work will be done during Contractors normal working hours, except where delay will cause additional damage. Owner also agrees to provide the presence (during the work) of a responsible adult with the authority to approve the repair and sign an acceptance of repair on completion.

There shall be no charge for the costs and expenses of examination or inspection by the Contractor, whether not a defect is found or later repaired or replaced. The work will be done either by Contractors crew of whatever competent workmen or subcontractors are designated by the Contractor.

Contractor has sole discretion as between repair or replacement. All efforts shall be made for a reasonable match, and to repair or replace in the event the original item is no longer available.

REMEDIES:

With respect to any claim asserted by Owner, it is understood there is not right to recover or request compensation for incidental, indirect, special, consequential, secondary, or punitive damages; loss of use; diminution in value; rental costs; moving costs; delay in occupancy, construction, mortgage, loan, or line of credit interest charges; mortgage interest rate increases; lost profits or income; medical costs; damages for mental distress, aggravation, personal injury or pain and suffering. Owner should notify the Contractor within a reasonable period after first knowledge of a problem, not to exceed 30 days. To be covered, the physical signs of the problem must be observable and have started to cause damage before the one-year period expires.

WHAT IS NOT COVERED:

This limited warranty does not cover the following items:

- Damage or defects caused by the failure to maintain any item or keep it in good working order.
- Damage resulting from fire, freezing, storms, electrical malfunction or surge, lightning, earthquake, pest damage, acts of God, or other unforeseen causes or accidents.
- Damage from alterations, misuse, or abuse by any person, ordinary wear and tear, or problems caused by lack of maintenance.
- Damage resulting from your failure to observe any operation instructions furnished at the time of installation.
- Any item furnished, installed, modified, altered, or repaired by you or any other person other than the Contractor.
- Problems which arise in an attempt to match existing materials. There are limitations inherent in the matching of existing materials such as stucco, drywall, paint, wood, tile, flooring, concrete, and the like. Exact duplication in matching, texture and color cannot be guaranteed. Variations within industry tolerances will be considered acceptable.
- Lawn Seeding, Sod, Trees and/or Shrubs

COMPLETE AGREEMENT:

This warranty constitutes the entire integrated agreement and understanding of the parties as to any causes of action for losses, expenses, or damages under warranty, workmanship, or construction material/product defect issues, and supersedes as well as preempts any oral statements or representations by the Contractor or its agents, before or after signing the Contract.

Contractor Signature: _____ Dated: _____

Owner Signature: _____ Dated: _____

To fill out a warranty claim, please click the link below or scan the QR code provided.

<https://form.jotform.com/231926398061057>



Victory Builders Warranty Contacts

Emergency Contacts:

Plumbing

Stolz Plumbing Inc 704-806-2902 Erin Cress erin@stolzservices.com

Integrity Plumbing 704-305-9417 Cody Whitaker cwhitaker19997@yahoo.com

Electrical

Estep Electrical Solutions 980-521-1412 Sara Estep
inspections@estepelectricalsolutions.com

HVAC

Turner Heating & Air 704-361-7981 Derril Turner turner01@windstream.com

Jorge Turcios 980-729-2655 Jorge Turcios jatdlc22@hotmail.com

Non-Emergency Contact:

VB Warranty 704-298-8185 Gary Hamilton vbwarranty@gmail.com

Paint

Warranty covers one time point up of nail pops, we recommend you do this at 10 months after heat and air condition have been used one season each to allow for expansion and contraction of wood framing.

Touch up paint colors are available at Sherwin Williams Stores

Sherwin Williams: Painter's Edge Plus Flat (City Loft Color) Interior Walls

Sherwin Williams: Painter's Edge Flat Plus (White Color) Ceilings

Sherwin Williams: Painter's Edge Promar 200 Semi-Gloss (White Color) Trim

Older Homes may have:

Sherwin Williams: Painter's Edge Flat (Alpaca Color) Interior Walls

Sherwin Williams: Painter's Edge Flat #901 No Tint (White Color) Ceilings

Sherwin Williams: Painter's Edge Cashmere Medium Luster (White Color) Trim