

DECK WORKMANSHIP LIMITED WARRANTY

5280 Exteriors (Exquisite Windows, Inc.) warrants that its services related to or provided in conjunction with deck installation (the "Installation Services") shall be free from material defects exclusively as provided herein (the "Limited Warranty"). The duration of this Limited Warranty is for 120 months following the date 5280 Exteriors' work is Substantially Completed as defined in your contract (the "Warranty Period").

Homeowner must commence all claims that it may have against 5280 Exteriors within the Warranty Period and thereafter shall be forever barred from instituting any cause of action or claim for damages, defects, liabilities, injury, fines, or losses arising from or related thereto. Homeowner releases 5280 Exteriors from all liability related to or arising from the Installation Services after the Warranty Period and for any damages, defects, liabilities, injury, fines, or losses arising from or related to: (a) ordinary wear and tear, misuse or abusive use, abnormal stress or use contrary to any instruction issued by 5280 Exteriors or the manufacturer of the materials installed; (b) characteristics common to the materials used and aesthetic matters, including without limitation color and grain variation; (c) weather, elements, fire, animals/insects, porosity of brick/mortar, shifting soils/foundations, foreign objects, or structural, building, and design issues that were not addressed as part of 5280 Exteriors' Installation Services, including without limitation grade movement and requirements for fire risk mitigation and wildland-urban interface safety; (d) neglect or negligence or failure to maintain; (e) excess weight on constructed surfaces, including without limitation overweight hot tubs, snow, fireplaces, and firepits; (f) preexisting materials incorporated into the Installation Services; (g) defects in goods, materials, and products; or (h) any portion of 5280 Exteriors' Installation Services that have been reconstructed, repaired, or altered by anyone other than 5280 Exteriors or its authorized representative or which were constructed using materials not obtained from 5280 exteriors. This Limited Warranty is not transferable and shall terminate upon Homeowner's resale or transfer of the property. 5280 Exteriors' liability under this Limited Warranty is limited to an amount equal to Homeowner's payments to 5280 Exteriors. 5280 Exteriors' liability under this Limited Warranty is fully discharged, in 5280 Exteriors' sole discretion and at its expense, by either (a) repairing or replacing any defective Installation Services, or (b) crediting or refunding the cost of such defective Installation Services as charged to Homeowner (i.e. less any applicable discounts, rebates or credits). 5280 Exteriors shall not be liable for consequential, indirect, incidental, special, exemplary, and punitive damages (including but not limited to loss of time, inconvenience, commercial loss, and losses to other improvements and personal property). Materials, goods, and products provided by 5280 Exteriors may be subject to warranty by manufacturers and are not covered by this Limited Warranty or otherwise warranted by 5280 Exteriors. This Limited Warranty is in lieu of all other warranties, statutory or otherwise, express or implied, all the representations made by 5280 Exteriors and all other obligations or liabilities respecting the Installation Services. 5280 EXTERIORS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF WORKMANLIKE CONSTRUCTION, IMPLIED WARRANTY OF HABITABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY. Implied warranties that cannot be disclaimed are only valid for the duration of the Warranty Period. This Limited Warranty gives you specific rights, and you may also have other rights which vary by state.

For this Limited Warranty to be valid, you must:

- **Pay all amounts due under the contract** and retain proof of payment
- Retain a copy of the original signed contract

