

HATCHETT DESIGN/REMODEL LIMITED WORKMANSHIP AND SERVICING WARRANTY



Five Year Limited Workmanship Warranty

Hatchett Design/Remodel (“HDR”) will perform all work in a professional manner using high-quality materials and supplies, and in conformance with applicable building codes. HDR warrants to the original consumer-purchaser (“Owner”) that work performed by HDR will be free of defects due to workmanship for 5 years as long as the property is owned and occupied by the Owner, subject to the other terms and conditions contained in this document.

Sixty-Day Limited Workmanship Warranty – REPAIRS

HDR warrants to the Owner that repair work performed by HDR on non-HDR product will be free of defects due to workmanship for sixty (60) days from the date of purchase of such services by the Owner, subject to the other terms and conditions contained in this document.

How to Obtain Warranty Service

To submit a claim, this warranty and a signed and dated copy of the original HDR sales agreement and pictures must be submitted in writing to HDR or filed via our website. Claims must be submitted to HDR promptly after discovery of the claimed defect. HDR will then schedule an appointment to inspect the premises and the warranty claim within a reasonable period of time after having received the claim. If after inspection, HDR determines that a valid claim exists under one or more of the warranties, HDR will repair, re-install, replace, or refund the pro rata purchase price of the faulty portion of the HDR service, at HDR’s option. If HDR determines to replace any or all HDR product(s), and if HDR product(s) as originally installed is no longer available, HDR shall have the right to substitute HDR product(s) designated by HDR to be of equal quality. Replacement of a product or component does not renew the warranty period. Color variations may exist between the replacement product and the originally installed product and are not indicative of a defective product. If, at HDR’s option, a purchase price refund is conveyed to the Owner, then all warranties are terminated, and repair, replacement, or removal of HDR products shall become the sole responsibility of the Owner. No warranties are valid unless and until the Owner has made full payment under the original HDR sales agreement and all addenda thereto. Non-warranty calls for repair or adjustment may result in a service charge.

What Is Not Covered

These warranties are granted by HDR to the Owner only and only materials purchased from and installed by HDR are covered by these warranties, except as otherwise provided for herein. All warranties terminate immediately upon the change of ownership or occupancy. All warranties assume normal and reasonable use of HDR products or components. Minor color or textural variations from lot-to-lot of product are not product or installation defects. These warranties do not cover any other damage, workmanship, or material failure including, but not limited to, damage caused by occurrences beyond the control of HDR, such as settlement of the building, failure of the structure (including foundations and walls), use of incompatible accessories, removal, repair, or re-installation of any HDR products or components by other than HDR, workmanship and materials supplied by Owner’s trade contractors, normal weathering, corrosive effects of salt, air, and chemical pollutants, normal fading, deterioration of caulking compounds and paint, fire, flood, lightning, high winds (exceeding 40 mph), windblown objects, earthquake, hurricanes, ice dams, icicles and/or ice storms, atmospheric conditions or weather of catastrophic nature as defined by the U.S. National Weather Service, other acts of God, intentional acts, unreasonable use or failure to provide reasonable maintenance, or damages due to or arising from the identification, detection, abatement, encapsulation or removal of mold, asbestos, lead-based products, or other hazardous substances inside or outside of the structure being improved.

****Grout joints in areas where there is a plane change (wall meets floor, backsplash meet countertop) are typically filled with a grout caulk. The caulking allows for a bit of flexibility in those areas. Grout, sealant and caulking may shrink and/or crack over time due to the natural movement of materials, temperature and humidity changes. HDR will make repairs to those areas for a period of 12 months after the installation date. Repairs beyond that are considered a maintenance item and are not covered by the Warranty.****

Replacement Windows & Doors

Please be aware that condensation on any window or patio door is the natural result of excessive moisture in the house, and does not indicate a defective product or faulty installation. Excessive condensation may even result in frost appearing on windows in very cold weather. HDR is not responsible for condensation and this warranty does not apply to condensation, its causes or its effects. Additional information concerning condensation is available upon request. Please take steps to properly ventilate areas where new window products are installed for at least 48 hours after installation to avoid possible sensitivities to new products or caulking odors.

Exterior, Interior Wood and screws, nails or fasteners

Wood for exterior railings, decks, trim, siding, or stairs will include imperfections such as knots and checks and may be susceptible to cupping. Knots, checks, and cupping are normal, and removal of such imperfections is not covered by this warranty. Any wood replaced will not exactly match existing. Screws, nails and fasteners may deteriorate over time. HDR will make repairs to those areas for a period of 12 months. Repairs beyond that are considered a maintenance item and are not covered by the Warranty.

Interior trim, doors and hardwood flooring will expand and contract, this is normal. The movement may be caused by excess moisture in the home and/or seasonal movement. This is not covered by this warranty.

Concrete

Small cracks may develop within the first year of placement. Many of the cracks can be expected during the first few weeks. The National Homebuilders Association states “cracks less than 3/16” are acceptable”. This is part of the curing process. HDR does not warranty against cracking concrete. In addition, the homeowner should not use snow melt products on any concrete unless it has cured for over one year.

Plumbing, HVAC, fans, light fixtures & Labor are covered by this warranty for a period of 24 months. Repairs beyond that are considered a maintenance item and are not covered by the Warranty.

What Voids These Warranties

Installation, removal, painting, repair, adjustment, tampering, or re-installation of any HDR products or components by other than HDR voids any and all warranties within this document, and HDR expressly disclaims any liability for any costs, defects, or damages with respect to such actions.

Remedies and Rights

These warranties of HDR products and services are the only expressed warranties provided by HDR. No employee, representative, agent, nor any other person, has authority to assume or incur on behalf of HDR any obligation, liability, or responsibility in place of or in addition to these warranties. IN NO EVENT SHALL THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BE LONGER THAN THE DURATION OF OWNERSHIP AND OCCUPATION, BY THE ORIGINAL OWNER OF THE HOME ON WHICH THE HDR PRODUCT IS INSTALLED. EXCEPT FOR THE WARRANTY PROVIDED HEREIN HDR MAKES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. HDR'S LIABILITY TO OWNER UNDER THIS DOCUMENT IS LIMITED TO THE AMOUNTS RECEIVED BY HDR FOR SERVICES RENDERED UNDER THE SALES AGREEMENT WITH THE OWNER. SOME STATES DO NOT PERMIT ANY LIMITATION ON THE LENGTH OF AN IMPLIED WARRANTY, AND THEREFORE THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. IN NO EVENT SHALL HDR BE OBLIGATED OR LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF HDR PRODUCT OR SERVICES. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THEREFORE SOME, OR ALL, OF THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. THESE WARRANTIES PROVIDE SPECIFIC LEGAL RIGHTS, AND YOU

MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

THESE WARRANTIES ARE NOT TRANSFERABLE.