

## Warranty

The contractor will comply with local requirements for building permits, inspections and zoning, and be in accordance with this written agreement. All materials and labor are warranted for one year from date of installation. This warranty does not apply to any damage or loss resulting from lightning, fire, tornado, windstorm, flood, or any condition beyond the control of Sundecks Incorporated.

This warranty does not cover the splitting, shrinking, warping, cupping or splintering on any pressure treated wood members unless caused by faulty workmanship, as these characteristics are normal and are caused by the natural effects of drying and weathering. It is hereby recommended that all pressure treated wood be sealed by purchaser with an exterior sealant designed for pressure treated wood.

This warranty is effective only upon payment in full by the customer, of the contract price and any additional charges resulting from change orders. Warranty claims must be made within one (1) year of the completion of the work by Sundecks, Incorporated. Completion of the work shall be defined as receiving final inspection from the local building inspection department.

Sundecks Incorporated shall not be liable for delays due to unforeseeable causes beyond the control of, and without the fault or negligence of the contractor, including acts of God, acts of the homeowner, fires, floods, strikes, freight embargoes, unusually severe weather, material theft or inability to obtain materials. These delays do not constitute abandonment and are not included in calculating time frames for payment or performance.

**Our contracts do not include** hidden or unknown contingencies such as but not limited to: concealed pipes, rotting or decay, foundation depths in excess of 30 inches, relocation of underground utilities. Should rock or other hard or similar material be encountered in the footing or any excavation, such as post holes, which require the use of a compressor, blasting material or unusual method, to remove the hard material, the extra cost will be paid for by the customer. Extra labor costs are billed at the rate of \$45.00 per man per hour. Equipment rental rates \$100 - \$300 per day.

### **Sundecks, Inc. shall not be held responsible for:**

Any damage to the interior house plumbing or wiring where those facilities are concealed. Unless otherwise noted on the contract the price does not include any electrical work including any county requirements for lighting on the deck or stairways.

**Customer is aware of city/county illumination requirements. If the homeowner has taken responsibility for electrical work, then the owner agrees to not delay final payment while awaiting completion of that work. Customer is responsible for any fees or fines which Sundecks Inc. incurs as a result of the homeowners not completing required electrical work.**

Change orders are to be paid in advance of the work performed. If there are changes necessitated by zoning requirements or customer initiated changes that require a change in the permit, the homeowner will be charged for the drawings, time to run the permit and any county or city fees. Change orders may affect the projected completion date. Homeowner is not to contract separately for any additional work with our carpenters without prior knowledge and approval from Sundecks, Inc.