



***Lux Homes L.L.C.
Customer Care Limited Warranty Agreement***

Congratulations on the purchase of your new home! Your new home was built to the finest industry standards. In most cases, all new homes will go through a period of adjustment, during which time some minor defects may occur, from normal settling. During the first year after your purchase, Lux Homes L.L.C. provides limited warranty coverage outlined as follows:

Duration – *Lux Homes provides this limited warranty for one year from the day the title transfers to you. The warranty extends only to the original purchaser, providing the purchaser is an owner occupant. If a custom home loan is in effect, the date of receipt of the Certificate of Occupancy shall apply.*

Description – *Lux Homes LLC will repair or replace, at its discretion, any part of the building structure which proves to be defective. Defects will be defined by “industry standards” and repairs will be made in accordance with those standards. The completion of a repair does not extend the time period of the original warranty.*

Orientation “Walk Through” – *Prior to closing, a Lux Homes LLC representative and the purchaser will conduct a “walk-through” One of the purposes of the “walk-through” is to write down defects on a “punch-list” for immediate correction. Prior to closing (title transfer) these punch list items should be complete. Items reported after closing will be considered warranty requests. Special care should be given to “cosmetic” items – surfaces, glass, light fixtures, etc. Damage may occur as part of moving in, this damage is not covered by warranty.*

Procedure – *Defects appearing within the warranty period should be written down and submitted to Lux Homes LLC to the attention of “Customer Care”. To minimize inconvenience to purchaser, purchaser should collect more than one inconsistency or defect for repair before making a service request. Service personnel work weekdays during normal business hours. Staff will phone for an appointment to view the items, then the work will be scheduled. It is requested that purchaser have someone on the premises during the service call.*

Emergencies – Should a condition develop that may cause further damage, immediately contact the office. If office personnel are not available at that time, please contact the appropriate sub-contractor whose name is on the list of move-in materials (i.e. the plumber for water leaks). If a repair is made and it is reimbursable, please call our office. Please review your warranty before making a service request to make sure it is covered. If a service call is made for a non-warranty item, a charge for the trip may be incurred.

Repairs – Many repairs may require spot painting, patching, or replacements of one piece of a larger installation. Industry standards generally call for spot repairs in such cases. Due to many normal conditions including fading, shrinkage, dye-lot variances, wear & tear, and limitations in available replacements, Lux Homes LLC reserves the right to repair or replace defects with elements readily available in the standard marketplace. Lux Homes LLC will make best efforts, but there will be times when spot repairs are not a perfect match.

Sub-Warranties – Several items in your new home are covered by warranties of the manufacturer. Lux will provide you with all warranty documentation it receives from subcontractors, suppliers and manufacturers. During the first year, Lux Homes LLC will assist you in coordinating service on windows, appliances, light fixtures, carpeting and heating equipment. The following items are not part of the Lux Homes coverage:

Yard – New landscaping is very dependent on specialized care. Plants in the yard are warranted for sixty (60) days subject to confirmation that they have received ample care and have not been exposed to extreme conditions. Because sod can die in less than 48 hours without proper care, it is not warranted. Drainage is warranted during the first year. Some pooling of water can be expected in our climate. Lux Homes LLC does not warrant areas that have been landscaped or altered (except by Lux Homes), nor native growth such as large trees.

Concrete – It is normal for concrete to crack, and some settlement is normal. If defects fall outside industry standards, Lux Homes will repair or replace those defects at its discretion. Occasionally rock or other materials in the concrete will “stain”. This is normal, and Lux Homes LLC will provide assistance in offering techniques to remove the stains.

Prep/Clean-up – Lux Homes LLC personnel will clean to industry standards after their work is complete. It is requested that furniture and other personal property be cleared of the work area prior to cleaning.

Making a claim – If a dispute arises, the purchaser has fourteen (14) months from the date of the title transfer to file a claim in a court of competent jurisdiction or else claims against Lux Homes LLC are waived. This warranty given by Lux Homes is in lieu of all other express warranties or implied warranties, including warranties of fitness,

merchantability, or habitability otherwise provided under the laws of the State of Washington. Lux Homes LLC is not responsible for consequential damages.

General Exceptions – *The warranty is intended to cover actual defects in the structure itself as defined by industry standards. The warranty does not cover loss or damage resulting from or to any of the following items: Personal property, or other property that is not part of the home: foundation defects if the foundation is within its designated performance criteria: defects made worse through the purchaser’s negligence, failure to notify Lux Homes LLC, improper usage, maintenance, or failure to prevent further damage: period(s) of prolonged unoccupancy, normal wear and tear or normal deterioration: work by others or the results thereof: items that do not constitute a defect in the construction of the home by the builder, its employees, agents and subcontractors: acts of God (volcanic eruption, lightening, underground water tables, etc.) accidents, riots, civil commotion, fire, explosion, smoke, water escape, falling objects, insects, aircraft, vehicles, etc.; if the home is used for non-residential purposes: nor any condition which does not result in actual physical damage to the home.*

Associated Exceptions – *The warranty does not cover: bodily or personal injury of any kind (including physical or mental pain and suffering and emotional distress): medical, hospital, rehabilitation or other incidental expenses: damage to personal property, or damage to any property of others; loss of use, loss of opportunity, loss of market value, loss of rental value or any consequential loss or consequential damage.*

Specific Exceptions – *The warranty does not cover: fading of exterior finishes, expansion and contraction of hardwood floor; squeaks (although Lux Homes LLC may attempt to repair squeaks by traditional methods); any damage caused by freezing (Lux Homes LLC encourages you to properly winterize your home): cosmetic flaws discovered more than twenty days after the “walkthrough.”*

Conditions – *Purchaser agrees to cooperate with and grant reasonable access to the home for Lux Homes LLC Customer Care personnel. This limited warranty gives you specific legal rights.*

Purchaser

Lux Homes LLC Representative

Purchaser