

# XYZ CONSTRUCTION- LIMITED WORKMANSHIP WARRANTY

Ca. Contr. Lic. #000000

Owner's Name: JOHN Q. CUSTOMER

Job Completion Date: 8-10-00

Job Address: 747 BOEING ST, SUITE 757, CONCORD, CA 94556

This warranty applies to: NEW WINDOWS INSTALLED

Material Used: CERTAINTED VINYL LINE

In addition to any separate warranty that may be extended by the equipment and materials manufacturer (s) used on your job, XYZ Construction, warrants the work against defective workmanship for a period of X years from the above stated job completion date. This warranty is extended to the owner named above and is not transferable. If a manufacturers warranty exists, such warranty will supersede this limited warranty made by XYZ Construction. If a defect covered by this limited warranty occurs, XYZ Construction will repair or replace the defective workmanship, materials, or equipment at no charge to the Owner. To obtain service under this limited warranty, Owner must give written notice to XYZ Construction identifying the original work performed, the date of job completion, and the nature of the problem. Such written notice shall be given to XYZ Construction at 4444 Fifth St, Suite 666, Lancaster, CA 93535..

This limited warranty covers and includes any special terms specified in the plans, specifications and contract documents for this project. This limited warranty does not include: (1) Items that have been subjected to accident, misuse and abuse including damage resulting from lack of Owner maintenance or damage

from ordinary wear and tear; (2) Items that have been modified, damaged, altered or worked on by anyone other than XYZ Construction; (3) Items furnished by the Owner for installation; (4) Existing items that are moved or reinstalled; (5) Deviations that commonly arise such as minor concrete, stucco, plaster or drywall cracking; minor stress fractures in drywall due to drying lumber; warping, shrinking and deflection of wood; shrinking and/or cracking of grouts, caulking and fillers; discoloration of any surface due to exposure to weather and sunlight.

**NOTICE TO OWNER:** Under no circumstances shall XYZ Construction be liable for injury to any person or damage to any property whatsoever by virtue of this warranty or otherwise. Under no circumstances shall XYZ Construction be liable for any incidental, secondary, indirect, consequential, special or other damages of any nature arising out of the use of or inability to use as a result of a defect in the work performed or the materials and/or equipment installed by XYZ Construction. This limited warranty gives you a specific legal right, and you may also have other rights which vary from state to state.

**This is Form CWC3 Warranty Certificate. It is designed to be used with blank colored border, certificate paper. CALL ACT TO ORDER at 1-(800) 820-5656**