



## Limited Warranty Agreement

This Limited Warranty Agreement (this "Warranty") is extended by Habitat for Humanity of Durham, Inc., 501(c)(3) nonprofit corporation having an address at 215 N. Church Street, Durham, NC 27701 ("Habitat") to \_\_\_\_\_ (the "Buyer"), who [is/are] the original Buyer(s) of the property at the following address (the "Property"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This limited warranty excludes consequential damages, limits the duration of implied warranties, and provides for liquidated damages.

**1. Limited Warranty of Construction.** Unless otherwise stated below in this Agreement, Habitat hereby warrants that, for a period of one year from the date of Closing or the date Buyer occupies the House, whichever comes first, Habitat will make all necessary repairs and corrections to the House and any ancillary improvements, either interior or exterior, structural or nonstructural, that shall become necessary by reason of faulty construction, labor or materials. For any repair or correction covered by this Agreement, at Habitat's option, Habitat may (a) make such repairs and corrections, (b) replace any faulty or non-conforming item or condition, or (c) pay to Buyer the reasonable cost of such repair, correction or replacement. This limited warranty is for the benefit of Buyer and only Buyer and may not be assigned by Buyer and shall survive Closing and the delivery of the deed to Buyer.

### 2. What is Not Covered by this Agreement:

This limited warranty does not cover:

- A. Damage resulting from fires, floods, storms, electrical malfunctions, accidents, nor acts of God;
- B. Damage from alterations, misuse or abuse of the covered items by any person;
- C. Damage resulting from the Buyer's failure to observe any operating instructions furnished by Habitat at the time of installation;
- D. Damage resulting from a malfunction of equipment or lines of the telephone, gas, power, or water companies;
- E. Any items listed as "Non-warrantable Conditions" on the list that is attached as Exhibit



## Habitat for Humanity of Durham, Inc.

A, incorporated into this contract; the Buyer acknowledges receipt of the list of "Non-warrantable Conditions"

F. Any item furnished or installed by the Buyer; nor

G. Any appliance, piece of equipment, or other item that is a consumer product for the purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. 2301 et seq., or other components comprising the house and ancillary improvements, installed or included in the Buyer's property. The only warranties of items listed below are those that the manufacturer provides to the Buyer.

Roof shingles	Brick, Siding
Plumbing Fixtures	Water Heater
Heating Equipment	Refrigerator, Ice Maker
Cooling Equipment	Microwave
Kitchen Appliances	Ovens, stove
Windows, Doors	Kitchen cabinets
Light Fixtures	Carpet

(1) Where possible, Habitat has made any such warranties available to the Buyer for the Buyer's inspection and the Buyer acknowledges receipt of copies of any warranties requested.

(2) Habitat hereby assigns (to the extent that they are assignable) and conveys to the Buyer all warranties provided to Habitat on any manufactured items that have been installed or included in the Buyer's property. The Buyer accepts this assignment and acknowledges that Habitat's only responsibility relating to such items is to lend assistance to the Buyer in settling any claim resulting from the installation of these products. Buyer shall be responsible for compliance with any notice and claim procedures set forth in any equipment or component warranty.

### 3. Remedies and Limitations

A. The Buyer understands that his/her/their sole remedy under this limited warranty agreement is repair and replacement as set forth in this Agreement. .

B. With respect to any claim whatsoever asserted by the Buyer against Habitat, the Buyer understands that the Buyer will have no right to recover or request compensation for, and Habitat shall not be liable for any:



## Habitat for Humanity of Durham, Inc.

- (1) Incidental, consequential, secondary, or punitive damages;
- (2) Damages for aggravation, mental anguish, emotional distress, or pain and suffering; nor
- (3) Attorney's fees or costs.

C. Habitat hereby limits the duration of all implied warranties, including the implied warranties of fitness of purpose, habitability, and workmanlike construction to one year from the date of sale or the date of occupancy, whichever comes first.

D. This Limited Warranty Agreement is personal to the Buyer and does not run with the property or the items contained in the house. The Buyer may not assign, transfer, or convey this warranty, and any attempted conveyance shall make this Agreement void.

### 4. How to Obtain Service

If a problem develops during the warranty period, the Buyer should notify Habitat in writing of the specific problem and what may need to be done about it. This can be done through email **warranty@durhamhabitat.org** or write directly to Homeowner Services at 215 North Church Street, Durham, NC 27701. The written statement should include the Buyer's name, address of the property, and telephone number. Habitat will begin performing the obligations under this warranty within a reasonable time of Habitat's receipt of such a request and will diligently pursue these obligations.

Repair work will be done during Habitat's normal working hours. The Buyer agrees to provide Habitat or Habitat's representative access to the house and the presence, during the work, of a responsible adult with the authority to approve repair and sign a call-back ticket upon completion of the repair.



## Habitat for Humanity of Durham, Inc.

### 5. The Only Warranty Given by Habitat

The Buyer acknowledges (a) that the Buyer relies solely on the Buyer's judgment in signing this limited warranty, and (b) that Habitat has made no guarantees, warranties, understandings, nor representations (nor have any been made by any representatives of Habitat) that are not expressly set forth in this document.

### Acknowledgement of Warranty

I/We acknowledge having read, understood, and received a copy of this Warranty.

Buyer:

Builder:

Habitat for Humanity of Durham, Inc.

\_\_\_\_\_

\_\_\_\_\_

Buyer

Print Name\_\_\_\_\_

\_\_\_\_\_

Title\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_



**Habitat for Humanity of Durham, Inc.**

**Exhibit A**  
**Non-warrantable Conditions**

Trees  
Shrubs  
Grass  
Other landscape plantings  
Cosmetic fixtures