Professional Services Limited Guarantee Coverage Information



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<u>Terms of Coverage:</u> This 100-Day Professional Services Limited Warranty ("Warranty") is only for the benefit of the person(s) identified as the client in the contract for inspection services ("Client") provided by the inspection company above ("Company") and is not transferable.

The Warranty is effective for one hundred (100) days from the date of the inspection ("Warranty Period"). This Warranty does not apply to the inspection of any of the systems or components identified as "Excluded Items" as set forth in this Warranty. All claims submitted by the Client under the terms of this Warranty must be received by the Company or administrator on or prior to the date of expiration of the Warranty Period. To assist in claims processing, the home inspection report issued by the Company will be considered an addendum to this Warranty and is incorporated herein by reference.

<u>Scope of Professional Services</u>: For purposes of this Warranty, the professional services provided by the Company to the Client are professional home inspection services ("Professional Services").

<u>Professional Services Limited Warranty:</u> The Company warrants that their Professional Service is complete according to industry standards and the inspection report is accurate.

The Company also warrants that the Professional Services will be performed for and delivered to Client in a workmanlike fashion in accordance with industry standards, the provisions of the inspection contract (where applicable) and applicable laws and governmental regulations, provided that Client performs his/her/its obligations to Company under this Warranty and the applicable home inspection contract.

The Company's Warranty shall expire one hundred (100) days after the date of the home inspection("Warranty Period"). This Warranty shall only be effective if Client notifies the Company of the breach of this Warranty within the "Warranty Period", and if the Client registers the Warranty as described in this document.

The Company's sole and exclusive obligation for breach of this Warranty shall be, at the Company's option, to (a) use commercially reasonable efforts to perform the home inspection services in a manner that conforms to the warranty, or if the services cannot be completed, (b) make payment to Client in the amounts specified in this document for the nonconforming services. Payments made in any category will be the amount listed in this warranty. The remedies set forth in this paragraph are Client's exclusive remedies for any breach of warranty.

Professional Services Limited Warranty Coverage Information

Covered Professional Services and Coverage Amounts

Plumbing: Visible water lines, gas lines & drain lines within the home, sump pumps, water heaters & plumbing fixtures inside the home. Excludes faucets.

Roof: Visible inspected roofs only. Inspection of roof materials, flashing and penetrations if accessible.

Electrical: Main electrical service panel, any electrical sub panels, visible wiring, inspected outlets & switches within the home.

Garage: Attached garage vehicle doors and automatic garage door openers only, tested during the inspection. Foundation: Visible poured concrete and block foundation walls, visible floor framing, floor joists and only visible foundation.

Built-in Appliances:Inspected ranges, cooktops, ovens, dishwashers, microwave ovens and garbage disposals inside the

HVAC: Inspected central heating and air conditioning systems including visible ducting Geothermal loops are excluded. Mold: Mold found on any attached surface within the structure that was tested by us but where mold was not identified in the inspection report See details.*

<u>Coverage Amounts:</u> This Warranty will only provide payment for nonconforming Professional Services related to any system or component that is within the building's foundation and up to a total maximum amount of Five Hundred (\$500) Dollars in the aggregate. Once the maximum amount is exhausted no further coverage for any nonconforming Professional Services will be afforded to the Client by this Warranty. The individual coverage amounts for the Professional Services provided regarding each system or component inspected by the Company which are subject to this Warranty are set forth in detail below.

<u>Covered Professional Services by Identified Systems and Components:</u> The Warranty applies to the Professional Services regarding a system or component inspected, where the Company determined that the subject system or component was functional or in good condition at the time of the inspection. Any item not inspected is not covered.

<u>Special Note:</u> The warranty only covers the accuracy of the inspection and report and not the failure of the items inspected. The Professional Services related to the following systems and components are covered by this Warranty, subject to all of the other terms and conditions of this document. Should a nonconforming service be found, the full amount for that system will be paid based upon the table below, up to the aggregate amount above. Non-conforming professional services by systems - Coverage amounts per system are: Plumbing - \$250, Electrical - \$250, Built-in Appliances - \$250, HVAC - \$250, Garage - \$250, Foundation - \$250, Roof - \$250 and Mold - \$250.

- Excluded Items: This Warranty does NOT cover Professional Services related to one or more of the following systems and components and/or categories of damages related to the nonconforming Professional Services:
- any and all systems and components excluded from the home inspection as identified in the inspection report;
- any and all secondary and consequential damages related in any way to any Professional Services that are the subject of any claim made to the Company under this Warranty;
- any system or component installed or method utilized to control or remove suspected hazardous substances;
- any system or component which was shut down or otherwise inoperable at the time of the home inspection;
- public or private waste disposal systems;
- any system or component damaged due to lack of normal maintenance and proper care of the home or according to the
 warranties of manufacturers of items, and generally accepted standards of the state in which the home is located where such
 damage occurs after the home inspection;
- any system or component that is covered by a manufacturer's warranty:
- any loss or damage caused by fire, explosion, smoke, water escape, changes that are not reasonably foreseeable in the level
 of underground water table, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, and
 earthquakes;
- any system or component not specifically identified as a Covered Professional Services by Identified Systems and Components in this Warranty;
- any system or component not functional at the time the Professional Services were rendered;
- consequential or incidental damages;
- Professional Services related to any system or component where connecting piping, wiring and/or components were not
 readily accessible and visible at the time the Professional Services were rendered;
- any alleged nonconforming Professional Services that is presented for coverage because it relates to a system or component that is not in compliance with codes, regulations and/or ordinances;
- any system or component damaged or non functional due to rust or corrosion or any potentially hazardous plants, animals
 or diseases or the presence of any suspected hazardous substances or adverse conditions such as mold, fungus, toxins,
 carcinogens, noise, and contaminants in soil, water, and air;
- any stoppage of water regardless of the reason;
- or any system or component which is 10 years old or older;
- this warranty does not cover the failure of systems or components or the costs to repair items.

Professional Services Limited Warranty Coverage Information



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Exclusion of Other Warranties: EXCEPT FOR THE WARRANTY SET FORTH IN HEREIN, THE PROFESSIONAL SERVICES ARE PROVIDED "AS IS". THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, DESIGN OR SUITABILITY, OR QUALITY OF SERVICE WITH RESPECT TO THE PROFESSIONAL SERVICES OR OTHER MATERIALS DELIVERED BY THE COMPANY. NO WARRANTIES SHALL ARISE UNDER THESE TERMS AND CONDITIONS FROM COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT WILL THE COMPANY'S LIABILITY FOR DIRECT DAMAGES HEREUNDER EXCEED THE TOTAL VALUE OF AMOUNTS TO BE PAID FOR NONCONFORMING PROFESSIONAL SERVICES RELATIVE TO THE SYSTEMS AND COMPONENTS AT ISSUE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY TO THE CLIENT FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES CAUSED BY A BREACH OF THIS WARRANTY, WHETHER OR NOT THE CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE

Procedures for making a claim:

First and foremost, this warranty is about whether your inspector made a mistake or missed something on the inspection and NOT about a system or component failing after you moved in. This is a Professional Services Warranty and not a home warranty or service contract. If something failed after you moved in, please file your claim with your home warranty company if one was purchased when you bought your home.

- 1) You can make a claim by logging into your HON account at: www.homeownersnetwork.com. Your HON account was provided for you by your inspector at no cost to you.
- 2) The client must fill out a "Written Notification of a Claim" form found in your HON account.

 This form must be received by Warranty Management LLC ("WM" The warranty administrator that manages the claims process on behalf of the Company) prior to the expiration of the Warranty Period. The Client must send a summary of the issue including the Client's name, phone number where the Client can be reached, the Client's complete address, and a copy of the home inspection report prepared for you by the Company.
- 3) The Client must provide an account including specific identification of any nonconforming Professional Services. You must be able to show us that your inspection was not accurate and have a professional provide such proof. The account should include any photographic evidence of the alleged nonconforming Professional Services, any reports or other documents prepared by a third-party and delivered to the Client that addresses the system or component involved in the alleged nonconforming Professional Services.
- 4) Claims will only be processed after all necessary information has been received by WM from the Client and all required documentation must be received within sixty (60) days ("Documentation Period") following the expiration of the Warranty Period or any extension thereof. Failing to provide the required information within the Documentation Period will result in denial of the claim. All claim decisions made will be final.

Send all required documentation/information to:

United Property Inspectors C/O Warranty Management LLC. 330 Adams Jenkins Memorial Dr. Canton, GA 30115

Claim Assistance: 1-888-509-2352 Email: info@inspectionwarranty.com

Inspection Booking Assistance: 916-788-1111