



# McClurg

DESIGN | BUILD | REMODEL | REPAIR

## **Ten Year Workmanship Warranty**

McClurg will perform all work in a professional manner using high quality materials and supplies, and in conformance with applicable building codes. McClurg warrants to the original consumer-purchaser ("Owner") that work performed by McClurg will be free of defects due to workmanship for a period of ten years, subject to the other terms and conditions contained in this document.

## **Sixty-Day Limited Workmanship Warranty - REPAIRS**

McClurg warrants to the Owner that repair work performed by McClurg on non-McClurg products will be free of defects due to workmanship for sixty days from the date of purchase of such services by the Owner, subject to the other terms and conditions contained in this document.

## **How to Obtain Warranty Service**

To submit a claim, this warranty and a signed and dated copy of the original McClurg sales agreement or invoice must be submitted in writing to McClurg. Claims must be submitted to McClurg promptly after discovery of the claimed defect. McClurg will then schedule an appointment to inspect the premises and the warranty claim within a reasonable period of time after having received the claim. If after inspection, McClurg determines that a valid claim exists under one or more of the warranties, McClurg will repair, re-install, replace, or refund the pro rata purchase price of the faulty portion of the McClurg service, at McClurg's option. If McClurg determines to replace any or all McClurg product(s), and if McClurg product(s) as originally installed is no longer available, McClurg shall have the right to substitute McClurg product(s) designated by McClurg to be of equal quality. Replacement of a product or component does not renew the warranty period. Color variations may exist between the replacement product and the originally installed product and are not indicative of a defective product. If, at McClurg's option, a purchase price refund is conveyed to the Owner, then all warranties are terminated, and repair, replacement, or removal of McClurg products shall become the sole responsibility of the Owner. No warranties are valid unless and until the Owner has made full payment under the original McClurg sales agreement and all addenda thereto. Non-warranty calls for repair or adjustment may result in a service charge.

## **What Is Not Covered**

These warranties are granted by McClurg to the Owner only and only materials purchased from and installed by McClurg are covered by these warranties, except as otherwise provided for herein. All warranties terminate immediately upon the change of ownership or occupancy. All warranties assume normal and reasonable use of McClurg products or components. Minor color or textural variations from lot-to-lot of products are not product or installation defects. These warranties do not cover any other damage, workmanship, or material failure including, but not limited to, damage caused by occurrences beyond the control of McClurg, such as settlement of the existing building, failure of the existing structure (including foundations and walls), use of incompatible accessories, removal, repair, or re-installation of any McClurg products or components by other than McClurg, workmanship and materials supplied by Owner's trade

contractors, normal weathering, normal wear and tear, corrosive effects of salt, air, and chemical pollutants, normal fading, deterioration of caulking compounds and paint, fire, flood, lightning, high winds (exceeding 40 mph), windblown objects, earthquake, hurricanes, ice dams, icicles and/or ice storms, atmospheric conditions or weather of catastrophic nature as defined by the U.S. National Weather Service, other acts of God, intentional acts, unreasonable use or failure to provide reasonable maintenance, or damages due to or arising from the identification, detection, abatement, encapsulation or removal of mold, asbestos, lead-based products, or other hazardous substances inside or outside of the structure being improved. All products manufactured by others will be limited to the manufacturer's warranty. This warranty is also limited by any exclusions or disclaimers listed in the Owner's contract agreement with McClurg.

### **Replacement Windows**

Please be aware that condensation on any window or patio door is the natural result of excessive moisture in the house, and does not indicate a defective product or faulty installation. Excessive condensation may even result in frost appearing on windows in very cold weather. McClurg is not responsible for condensation and this warranty does not apply to condensation, its causes or its effects. Additional information concerning condensation is available upon request.

### **Exterior and Interior Wood**

Wood will have imperfections such as knots and checks and may be susceptible to cupping. Knots, checks, and cupping are normal and removal of such imperfections is not covered by this warranty. Wood products will expand and contract. This is normal. The movement may be caused by excess moisture in the home and/or seasonal movement. This is not covered by this warranty.

### **Concrete**

Hairline cracks may develop within the first year of placement. Many of these cracks can be expected during the first few weeks. These are known as shrink cracks. Shrink cracks are narrow hairline stress cracks in the surface of the concrete caused by the curing process. McClurg warrants any crack exceeding 1/4" resulting from poor workmanship or use of sub-standard materials, within the first year of placement will be repaired or replaced.

### **What Voids These Warranties?**

Installation, removal, painting, repair, adjustment, tampering, or re-installation of any McClurg products or components by other than McClurg will result in McClurg terminating any and all warranties within this document, and McClurg expressly disclaims any liability for any costs, defects, or damages with respect to such actions.

### **Remedies and Rights**

These warranties of McClurg products and services are the only expressed warranties provided by McClurg. No employee, representative, agent, nor any other person, has authority to assume or incur on behalf of McClurg any obligation, liability, or responsibility in place of or in addition to these warranties.

IN NO EVENT SHALL THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BE LONGER THAN THE DURATION OF OWNERSHIP AND OCCUPATION, BY THE ORIGINAL OWNER OF THE HOME ON WHICH THE MCCLURG PRODUCT IS INSTALLED, EXCEPT FOR THE WARRANTY PROVIDED HEREIN. MCCLURG MAKES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY

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