



LIMITED WARRANTY

This Limited Warranty is given to _____
hereafter referred to as the Buyers for the property known as:

This Limited Warranty is extended to the above buyer and is not transferable to succeeding buyers.

NOTE: This limited warranty specifically excludes consequential and incidental damages and there are limitations in the duration of implied warranties.

TERMS OF COVERAGES:

The terms of the various coverages of this limited warranty begin on the date on which this dwelling is deeded to you, or on the date on which you first move into this dwelling - whichever event occurs first. That date is referred to in this document as the "date of possession".

COVERAGES:

Structure: 1. For a period of one year after the date of possession, the floors, ceiling, walls and other internal structural components of the dwelling, which are not covered by other portions of this limited warranty, will be free of substantial defects in materials or workmanship.

Basement: 2. For a period of one year after the date of possession, the basement will be free of water caused by seepage occurring during periods of normal high water table, or caused by springs.

Systems: 3. For a period of one year after the date of possession, the plumbing, heating, and electric wiring systems will be free of substantial defects in materials or workmanship.

Roof: 4. For a period of one year after the date of possession, the roof will be free

of leaks caused by defects in materials or workmanship, but not those caused by ice back-up.

Other: 5. For a period of **180 days** after the date of possession, the doors (including hardware), window, electric switches, receptacles, plumbing fixtures and cabinet work will be free of defects in materials or workmanship.

EXCLUSIONS FROM COVERAGE:

We specifically do not assume responsibility for any of the following items, each of which is specifically excluded from this limited warranty:

1. Defects in appliances or pieces of equipment which are covered by manufacturers' warranties. As these have been assigned directly to you, each manufacturer's warranty claim procedure must be followed where a defect appears in any of those items.
2. Damage due to ordinary wear and tear, abusive use, misuse, or lack of proper maintenance of the dwelling or its component parts or systems.
3. Defects which are the result of characteristics common to materials used, such as, but not limited to warping or deflection of wood, fading, chalking and checking of paint due to sunlight, cracks in concrete due to drying and curing of concrete, plaster, brick or masonry, and drying, shrinking and cracking of caulking and weather stripping.
4. Defects in these items installed by you or anyone other than by us or our subcontractors at our order.
5. Work done by you or anyone other than by us or our sub-contractors at our order.
6. Defects in items supplied by you.
7. Loss or injury due to the elements.
8. Conditions resulting from condensation on, or expansion or contraction of materials.
9. Paint applied over newly plastered interior walls done by you or anyone else.
10. Consequential or incidental damages.

IMPLIED WARRANTIES:

All implies warranties, including, but not limited to warranties of merchantability, fitness for a particular purpose, and habitability with respect to the real estate, are limited to the warranty period as set forth above.

NO OTHER WARRANTIES:

This limited warranty is the only express warranty we give. This limited warranty gives you specific legal rights, and you may also have other legal rights which vary from state to state.

CLAIMS PROCEDURE:

If a defect should appear which you think is covered by this limited warranty, you must notify us promptly in writing at the address appearing at the end of this document. Describe the defect briefly and tell us when you will be at home so that we can schedule service calls appropriately. If delay will cause additional damage (i.e. if a pipe burst), telephone us. **Only emergency reports will be taken by phone.**

REPAIRS:

Upon receipt of your written report of a defect, if the defective items are covered by this warranty, we will repair or replace it at no charge to you within 60 days (longer if weather conditions, labor problems, or materials shortages cause delays). The choice between repair or replacement is our to make.

SEVERABILITY:

In the event that any of the provisions of this warranty shall be held to be invalid, the remainder of the provisions of this warranty shall remain in full force and effect.

Date of possession: _____

Company name: Barkley Enterprises LLC

Address: 1032 Route 119 Unit #4, Rindge NH 03461

Attention: Jamison Van Dyke