



Warranty

This warranty is in lieu of any other warranty, express or implied. Any Implied warranties, including but not limited to, the implied warranty of merchantability, fitness for a particular purpose, habitability, and any General Contractor warranties are waived.

In the event where warranty service is required; APEX ON'SITE* shall be granted access to the property to where the warranty service is to be carried out for inspection and resolve.

This warranty shall be null and void and APEX ON'SITE shall not be liable for any damages or expenses, if the hiring party, property owner, (or other authorized entity) does not first grant APEX ON'SITE access to the premises and the opportunity for APEX ON'SITE to inspect, correct, and/or replace alleged defective items, before the hiring party, property owner, (or other authorized entity) incurs expenses or has work done by a replacement contractor.

This warranty entails the following index of topics:

- Warranty Coverage.
- Warranty Term.
- Warranty Transferability.
- Equipment, Material, and Appliances.
- How to Obtain Warranty Service.
- Judicial Remedy.
- What is not Covered.
- Complete Agreement.



Warranty

WARRANTY COVERAGE

APEX ON'SITE, warrants that the improvements constructed are reasonably free of defects and within customary tolerances of the construction industry. "*Customary tolerances of the construction industry*" means tolerances common and expected in the construction industry, and guaranteed to be performed by a skillful and professional contractor. This warranty also covers work under customary tolerances for all subcontractors and other trades people under contract with APEX ON'SITE, including the crew of APEX ON'SITE.

APEX ON'SITE further warrants and guarantees that the work reasonably conforms to the requirements of the contract documents, drawings, plans and specifications. If any defects are found, APEX ON'SITE shall repair or replace any of the alleged defective work at its cost, conditional to the outline of this warranty in whole. The work to be corrected will be the particular part or area that is defective. APEX ON'SITE shall start corrective work within a reasonable time after written notice is received from the hiring party, property owner, (or other authorized entity). APEX ON'SITE shall have the option of repairing or replacing, at its election.

WARRANTY TERM – ONE YEAR

This Warranty, as well as the statute of limitations for any claim of damages for defective work or materials, is one year from substantial completion, defined as the earlier of:

- 1) the date of final acceptance by the building inspection department, or
- 2) the date Owner first occupies the property.

If APEX ON'SITE performs warranty work within this period, this warranty shall be inclusive to the *repaired or replaced* work itself and be covered for one year after original completion.



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WARRANTY TRANSFERABILITY

This warranty applies to the original owner and may be transferred to any subsequent owner within the initial one-year period after substantial completion.

EQUIPMENT, MATERIAL, AND APPLIANCES

APEX ON'SITE hereby assigns (to the extent that they are assignable) and conveys to the Owner all manufacturers' and suppliers' warranties, together with operating instructions if available, on all goods, material, equipment and appliances provided to APEX ON'SITE.

APEX ON'SITE has provided certain material, equipment, appliances, and goods that have been manufactured and or furnished by third party vendors, supply houses, lumberyards, distributors, and manufacturers ("products"). APEX ON'SITE will use its best efforts so that such products are new and purchased from reputable suppliers. APEX ON'SITE also agrees to properly install such materials.

In the event a product is considered defective by the Owner, APEX ON'SITE shall use its best efforts to contact the supplier or manufacture and receive a free replacement. APEX ON'SITE shall then within a reasonable time reinstall that new product without charge.

APEX ON'SITE is not the product manufacture. APEX ON'SITE warrants its *Services and Workmanship* only. Accordingly, APEX ON'SITE cannot warrant or guarantee these products themselves. APEX ON'SITE will not be liable for latent defects in any product (not observable on reasonable inspection). Owner's sole remedy for defective products, other than the obligation of APEX ON'SITE to replace same, is against such third-party vendors and their warranties, if any. This limitation still applies, and a warranty is not deemed made, even if APEX ON'SITE has furnished owner with product brochures, literature, or samples. Nor shall APEX ON'SITE be liable for dangerous products, design defects in products, or defective warnings. However, APEX ON'SITE shall lend assistance in setting any claim resulting from defects in these products.



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HOW TO OBTAIN WARRANTY SERVICE

If a problem develops during the warranty period, the Owner shall notify APEX ON'SITE in writing of the specific problem. Owner shall give such notice promptly after first discovering the condition. APEX ON'SITE will begin performing the obligations under this warranty within a reasonable time of receipt of such a request and will diligently pursue these obligations.

Repair work will be done during APEX ON'SITE normal working hours, except where delay will cause additional damage. Owner also agrees to provide the presence (for the duration of the warranty work) of a Responsible Adult with the authority to approve the repair and sign an acceptance of repair on completion.

There shall be no charge for the costs and expenses of examination or inspection by APEX ON'SITE, whether or not a defect is found, or later repaired or replaced. The work will be done either by APEX ON'SITE's crew or an approved competent person, or a subcontractor designated by APEX ON'SITE.

APEX ON'SITE has sole discretion as between repair or replacement. All efforts shall be made for a reasonable match, and to repair or replace in the event the original item is no longer available.

JUDICIAL REMEDY

With respect to any claim asserted by the Owner, it is understood and agreed upon that there is no right to recover or request compensation for: incidental, indirect, special, consequential, secondary, or punitive damages; loss of use; diminution in value; rental costs; moving costs; delay in occupancy; construction, mortgage, loan, or line of credit interest charges; mortgage interest rate increases; lost profits, or income; medical costs; damages for mental distress, aggravation, personal injury; or pain and suffering.

Owner should notify APEX ON'SITE within a reasonable period after first knowledge of a problem, not to exceed 60 days. To be covered, the physical signs of the problem must be observable and have started to cause damage before the one-year period expires.

WHAT IS NOT COVERED



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This limited warranty does not cover the following items:

1. Damage or defects caused by the failure to maintain any item(s) or to preserve in good working order.
2. Damage resulting from fire, water, freezing, electrical malfunction, lightening surges, pest and/or rodent damage, pets, acts of God (environmental events that are beyond human control – earthquake, storms, etc.), or other unforeseen sources or accidents.
3. Damage from alterations, modifications, tampering, misuse, or abuse by any person; ordinary wear and tear; or problems caused by lack of maintenance.
4. Damage resulting from failure to observe any operation instructions furnished at time of installation.
5. Any item furnished, installed, modified, altered, or repaired by any other person other than an APEX ON'SITE approved person.
6. Difficulties which arise in an attempt to match existing materials: There are limitations inherent in the matching of existing materials such as stucco, drywall, paint, wood, tile, flooring, concrete, and the like. Exact duplication in matching, texture, and color cannot be guaranteed. Variations within industry tolerances will be considered acceptable.
7. Warranty will not be extended to used products, or products that do not meet CSA accreditation that is provided by the client.
8. Product Warranty shall be provided by the manufacture only, and will not be warranted by APEX ON'SITE.
9. *Paint: We will warranty our paint product and workmanship against flaking, peeling and fading for one year; subject to conditions above.
10. In addition to the above, (unless otherwise specified in writing by APEX ON'SITE), warranty on paint will not be extended to physical damage, areas of extreme moisture and/or humidity, and/or where ventilation has been compromised, subject to extreme heat or extreme cold, areas of direct sunlight, exposure to biological waste, areas exposed to pets, areas exposed to tobacco smoke residue and/or chemical agents.
11. Painted surface must NOT be washed until after the full cure period of a minimum 30 days. Painted surfaces must be cleaned by a soft cotton cloth with a mild soap diluted by water, not exceeding a dilution of 250:1. Using chemical or abrasive applicators will void surface warranty. Must NOT be scrubbed.
12. No objects shall be placed on horizontally painted surface until full cure of 30 days after the final coat of paint, (includes solids, gels, and liquids).
13. No warranty shall be extended, what-so-ever, to any product(s) that are chosen by the Owner, the hiring party (or other authorized person) in contrast to the recommendation(s) of APEX ON'SITE.
14. In the event that APEX ON'SITE is subcontracted by a/or to a General Contractor, any work that is performed by the General Contractor or their crew, will not be warranted by APEX ON'SITE.



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COMPLETE AGREEMENT

This warranty constitutes the entire integrated agreement and understanding of the parties as to any causes of action for losses, expenses, or damages under warranty, workmanship, or construction material/product defect issues, and supersedes as well as pre-empts any oral statements or representations by APEX ON'SITE or any of its agents, before or after signing the contract.

*APEX ON'SITE & APEX PAINT are owned by APEX INSTALLATIONS & RENOS INC