

**ADDENDUM B**

**BETTER BUILT HOMES CONSTRUCTION MANAGEMENT, LLC  
ONE YEAR LIMITED WARRANTY**

Buyer: \_\_\_\_\_

House Number: \_\_\_\_\_ Street: Curtis Commons Circle \_\_\_\_\_

WARRANTOR: **BETTER BUILT HOMES CONSTRUCTION MANAGEMENT, LLC**  
3 Tech Circle  
Amherst, NH 03031  
(603) 673-0167

**1. Person(s) Covered**

This limited Warranty is given by warrantor to Buyer of the premises, and extends to Buyer only, and is not transferable to and shall not be enforceable by any transferee or successor of Buyer (including without limitation, a subsequent purchaser, tenant, or lessee of the premises).

**2. Commencement and Duration of Coverage**

The term of this Limited Warranty shall commence on the first to occur of: (a) the date of delivery of the deed for the premises to Buyer, or (b) the date of which Buyer first moves into or occupies the premises. The term of this Limited warranty shall end upon the first to occur of: (i) the transfer (voluntary or involuntary) of the premises from Buyer to any successor or transferee, or (ii) the expiration of one year from and after such commencement date. Warrantor shall have absolutely no liability or responsibility under this Limited Warranty, or under any warranties implied by law, or otherwise, for such defects arising or claims asserted after the expiration of the term of this Limited Warranty.

**3. Limitation of Warranties**

The only express warranties of warrantor are those expressed in this document. Without limitation, warrantor hereby disclaims any warranty of merchantability or fitness for a particular purpose: and except for any warranties implied by law and not subject to exclusion, there are no warranties which extend beyond the express warranties set forth herein. The term of any warranties of warrantor or implied by law shall end the termination date of this limited warranty specified in Section 2.

**4. Warranty Coverages**

Excluding appliances and equipment covered by manufacturers' or suppliers' warranties as referred to in Section 5, and subject to the exclusions set forth in section 6 and to the express limitation that all coverage's are effective only if and to the extent a breach of warranty adversely affects Buyer, and the premises, the coverage of this Limited Warranty is as follows:

- A. **Roofs:** The roofs of the building erected by the warrantor are warranted against leakage of water due to defects in materials or workmanship. This warranty does not apply to or cover entry of water due to flood, wind, hurricane, snow, ice, and similar causes. Contractor shall not be responsible for any damage (interior or exterior) that is caused as a result of ice backup.
- B. **Structure:** The structural components of the building are warranted against defects in materials and workmanship.
- C. **Plumbing and Sewerage Disposal Systems:** The plumbing system serving the premises is warranted against defects in materials and workmanship. The operation of plumbing and sewerage disposal systems is covered by this warranty except that, if in the course of correcting a stoppage, any foreign objects from the Homeowner's household are found within the system, the Homeowner will pay the entire cost of correction. The Contractor will repair dripping faucets and/or loose fixtures occurring within thirty (30) days of the conveyance. The Homeowner must ensure that before the winter, the exterior faucets are drained and shut off inside the house.
- D. **Electrical Systems:** All wiring and other components of electrical systems serving the premises are warranted against defects in materials and workmanship. The Contractor will make electrical adjustments if needed. Interior wiring is warranted for a period of one year. Homeowner is responsible to check ground faults before contacting the Contractor; and is subject to a charge for unnecessary trips due to tripped ground faults.
- E. **Heating System:** The heating system serving the premises is warranted against defects in materials and workmanship. The Contractor warrants that the heating system is capable of maintaining an inside temperature of 70 degrees F at 0 degrees F outside temperature with a wind of 5 M.P.H. in all finished habitable rooms
- F. **Windows and Doors:** All windows and doors in the premises are warranted against defects in materials and workmanship. Hairline cracks, seams and leakage on or around windows and doors are NOT warranted by Contractor.
- G. **Appliances and Equipment:** Each appliance and piece of equipment included in the sale to the Buyer (except such appliances and equipment as are covered by a manufacturer's or supplier's warranty referred to in section 5) is warranted against defects in materials and workmanship.
- H. **Basement.** The basement or lowest habitable level of the building is warranted to be free from leaking or seepage of ground water due to defects in materials and workmanship. Hairline cracks may appear in the foundation. This is normal and is not a structural defect. Cracks are caused by the house settling over time. The Contractor will fill cracks 1/8" or larger or that cause leakage (walls only) within one year's time of the closing date. Cracks in the basement floor or garage floor are not covered. Cracks less than 1/8" are not covered.
- I. **Sanitary System:** The sub-surface sanitary waste disposal system is warranted against defects in materials and workmanship so long as Owner/Buyer maintains same. Compensation for repairs necessitated by the discovery of inappropriate material put into drain system by anyone other than Warrantor shall be the responsibility of the Buyer/Owner.
- J. **Mechanical Equipment.** Mechanical equipment, including items commonly known as household

appliances are covered by the manufacturer's warranties, and not the Contractor. Parts and Labor are covered per manufacturer's warranty. All kitchen and bathroom equipment and counter tops are assumed to be accepted by the Homeowner unless defects are brought to the attention of the Contractor in writing prior to the conveyance. All equipment must be maintained by the Homeowner according to the manufacturer's instructions. (Call appliance contractor for warranty work.)

- K. **Asphalt.** Asphalt is warranted for a period of ninety (90) days against disintegration. In hot weather, heavy vehicles should not be allowed on driveway. High-heeled shoes or gasoline and other petroleum-based products may make holes in asphalt, and damage by either is not covered. Minor frost heaves and depressions are natural occurrences and are not covered by this warranty. Tire marks and stones that flake out are also natural occurrences and are not warranted.
- L. **Counter Tops.** Laminated counter tops are warranted against delaminating. Bubbling, scorching, and scratching of countertops caused by hot items are not covered.
- M. **Exterior Painting and Stain.** Exterior paint or stain failures are covered against blistering and peeling. Normal fading of paint or stain is not covered.
- N. **Siding and Trim.** Siding and wood trim are covered against splitting, up to the final walk through, prior to closing, however, it is not always possible to match paint or stain and a variance in color subsequently applied in unavoidable.
- O. **Drywall and Plaster.** Cracks 1/8" wide or more shall be filled and repaired once. Repairs of plaster or gypsum wallboard may not completely blend with surrounding materials as it is impossible to match exactly the color and texture of the original surface.
- P. **Hardwood Flooring.** Repair of hardwood flooring that swells or buckles is covered by this policy, except where excessive heating of the home causes these conditions. Shrinking and separation of floorboards are not covered by this policy. Damage to flooring caused by open doors and windows are not covered under this policy.
- Q. **Non-Construction Items.** Some items of construction not requiring service and not covered by this policy are: normal cracks and twisting of studs, joists, and beams; normal fading of paint; shrinkage of joints around opening of doors, windows, and other wood material; minor occurrences of nail or screws popping; normal occasional dents associated with installation of woodwork; uniformity and graining or coloration of wood.
- R. **Remodeling.** Contractor shall not be responsible for any problems which occur as a result of additions, modifications, remodeling, added fixtures, alterations to the building or site, or any workmanship which was performed outside of the purchase and sales agreement between Contractor and Homeowner.
- S. **Dry yards and Basement.** This warranty does not cover seepage of water due to unusual flooding from rains greater than 2 inches in any 24-hour period, or condensation due to excessive humidity, nor seeping or leaking of water resulting from the normal settling around the foundation. The filling of the ground around the foundation in the event that such ground settles is the responsibility of the Homeowner. It is the Homeowner's responsibility to maintain positive drainage away from the building at all times. The warrantor shall in no event be responsible for water damage to personal property. Contractor is not responsible for water puddles in yards. In the event the homeowner's property develops excessive water

buildup due to unforeseen occurrences such as springs or unpredicted water runoff, Contractor shall have the right to enter onto Homeowners property and perform improvements on property at Contractors' discretion in order to alleviate these problems. Contractor shall be allowed to perform such improvements using his own design. Improvements may entail such things as adding French drains and earthen swales to prevent / alleviate excessive water buildup and runoff.

T. **Glass, Screens and Grills.** Glass, screen and grill breakage is not covered by this warranty.

U. **Interior Doors, Drawers and Window Operations.** Quality of materials and installation are warranted against defects; however, it should be understood by the Owner/Buyer that most of these products are made from wood or wood products which shrink and swell in accordance with moisture and humidity. Due to abnormal interior humidity levels caused by new construction, sticking and binding may occur until humidity levels stabilize. Correction prior to humidity stabilization may cause a poor fit later on.

5. **Manufacturers' and Suppliers' Warranties**

A. Warrantor hereby assigns, transfer and passes through to Buyer (without recourse in any event) each and every warranty (if any) made or furnished to Warrantor by the manufacturer and/or supplier of each appliance and piece of equipment in the premises and included in the sale of the premises to the Buyer.

B. Warrantor advises buyer that manufacturers' or suppliers' warranties may include specific procedures, which must be followed to make such warranties effective. The procedure may require notification or registration by buyer to or with the manufacturer or supplier, or the mailing of a warranty card by buyer to the manufacturer or supplier. Such notification, registration and mailing are the Buyer's sole responsibility.

C. Buyer's failure to notify, register, or mail a warranty card, according to any manufacturers' or suppliers' requirements, shall not create any liability of warrantor for any express or implied warranty with respect to such appliance or equipment.

D. It is the sole responsibility of Buyer to follow the manufacturers or supplier's warranty claim procedure in the event of any defects in any item covered by such warranty.

6. **Exclusion from Coverage**

Warrantor expressly disclaims responsibility for any of the following, each of which is expressly excluded from this Limited Warranty:

A. Defects of any nature in appliances or equipment covered by manufacturers' or suppliers' warranties.

B. **Paint, trim, scratches, cracks in tiles, and grout. Buyer shall perform a walk-through inspection prior to closing to address any of the issues in this paragraph, and there will be no warranty after closing on the matters in this paragraph. In the event that these matters are not addressed by Buyer at the walk-through prior to closing, then the Buyer waives all claims on these matters.**

- C. Ordinary wear and tear, light bulbs, fuses, washers and other ordinary replacement items, and damage due to abusive use, misuse, or lack of proper maintenance of the premises or its component parts of systems, such as, but not limited to, putting inappropriate materials into water closets, or drains, overloading electrical or other systems, breakage, chipping or denting, loss or misplacement of removal parts; and damage caused by the wrongful or negligent act or omission of Buyer or any persons other than the warrantor.
- D. Defects which are the result of characteristics common to materials used or of normal settling of a new building, such as, but not limited to, minor cracks due to drying and curing of concrete, wood trim and finish, plaster, dry-wall, caulking and weather-stripping, or due to normal settling.
- E. Defects in items supplied, installed, or worked on by Buyer or anyone other than the warrantor or subcontractor is at warrantor's order.
- F. Failure of the heating or air-conditioning systems to provide temperatures outside the design ranges of the system.
- G. Loss or injury due to the elements, including conditions resulting from condensation or expansion or contraction of materials.
- H. Incidental, consequential or special damages.

7. **Claims procedure and Warrantor's Action**

- A. Buyer shall (in all events prior to the end of the term specified in section 2) notify warrantor in writing, at the address appearing at the bottom of this Limited Warranty, of any claims under this Limited Warranty or any warranty implied by law. Buyer shall suitably describe the claimed defect and advise warrantor when Buyer will be at the premises, so that warrantor can schedule a service call appropriately. If Buyer believes that there is an emergency and that delay may cause additional damage, buyer may telephone warrantor at the number listed at the bottom of this Limited Warranty.
- B. In each instance in which (a) warrantor receives a written report (or telephone report in case of an emergency) from Buyers describing a claimed defect pursuant to paragraph A, and (b) a defect exists which is covered by section 4 (or by any warranty implied by law and not permitted by law to be disclaimed), warrantor will cause such defect to be repaired or the defective item to be replaced, at the choice of warrantor, at no cost or charge to Buyer.
- C. Any repair or replacement by warrantor pursuant to paragraph B shall be performed by warrantor or subcontractors chosen by warrantor, and shall be completed within sixty days (or such greater period as is reasonable in the circumstances) after warrantor receives notice by weather conditions, labor problems, materials shortages or other causes beyond warrantor's reasonable control.
- D. The foregoing repair or replacement actions shall constitute warrantor's sole and complete obligation under this Limited Warranty or otherwise.

8. **Liability**

The warranties and other obligations, if any, of warrantor under or with respect to this instrument do not constitute personal obligations of the officers or employees of BETTER BUILT HOMES, LLC's or its subsidiaries and shall not create or involve any claim against, or personal liability on the part of, any of them, and by entering into and accepting this agreement Buyer agrees to look solely to BETTER BUILT HOMES CONSTRUCTION MANAGEMENT, LLC in respect to such instrument, and to not seek recourse against such officers or employees, or any of them, or any of their personal assets for such satisfaction.

9. **Severability; No Waiver**

In the event that any of the provisions of this Limited Warranty shall be held to be invalid, the remainder of the provisions of this Limited Warranty shall remain on full force and effect. No waiver by warrantor at any time of any of the provisions of this Limited Warranty shall constitute a waiver of any such provisions at any subsequent time or of any other provisions at any time

**NOTE:**

This Limited Warranty gives you specific legal rights, and you may also have other legal rights, which vary, from state to state.

Warrantor: **BETTER BUILT HOMES CONSTRUCTION MANAGEMENT, LLC**  
3 Tech Circle  
Amherst, NH 03031  
Telephone: (603) 673-0167

Signed: \_\_\_\_\_  
Matthew Arel, Manager

Receipt of a copy of this Limited Warranty is acknowledged; and the terms and conditions of this Limited Warranty are hereby accepted and agreed to.

\_\_\_\_\_  
Buyer -

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer -

\_\_\_\_\_  
Date