



## WORKMANSHIP WARRANTY

**DYNAMIC ROOFING & EXTERIORS LTD**, here in after called "Contractor", warrants to customer, that the "exterior system" installed by the contractor on their property will be free from workmanship defects for the term of ten (10) years immediately following the installation date; provided, however, this warranty shall not become valid until customer has paid contractor in full for the installation. Delay in payment shall not extend the warranty period; thus it is in the best interests of customer to pay promptly.

**INCLUSIONS OF WARRANTY:** Included in this guarantee are all costs associated with damage to the property and contents which this guarantee covers. This does not include minor damages to landscaping caused by equipment placement, minor scuffs/dents caused by installation of new products, or other areas damaged by falling debris. If major damage is caused to landscaping, or other property features (as above mentioned) the full cost of repair will be charged directly to "Contractor". Major damages include, but are not limited to: broken, irreparable, or drastically altered siding, fascia, eavestrough, windows etc. and landscaping damages such as cracked sidewalks, holes or deep grooves in lawn surface etc. "Contractor" reserves the right to select an appropriate contractor to complete any needed replacement or repairs to return the property or building contents to the condition they were in before damages occurred. If repairs are completed without notification of "Contractor" or by any other contractor not chosen by "Contractor" (unless "Contractor" has granted written approval of such repairs), the cost of the repair will not be covered by "Contractor".

**EXCLUSIONS OF WARRANTY:** Warranty will become null and void if customer: (1) has any holes, protrusions, fasteners, or any other form of penetrations installed on or through the "exterior system" or products without consultation or inspection from "Contractor", including without limitation to heat cables, any holiday decorations or other temporary installations; (2) has the "exterior system" pressure washed using high pressure water or misuse of low pressure water; (3) physical or chemical removal of snow or ice; or (4) in any way alters, tampers, or compromises "exterior system". Furthermore, this warranty only covers workmanship defects; in no way will contractor be liable or will this warranty cover damage due to or because of (a) manufacturing defects not apparent to contractor or customer at time of installation; (b) mold, mildew, infestation, UV degradation, rust or corrosion resulting in metal or wood decay; (c) wind, fire, hail, lightning and any other unusual phenomena of the elements; (d) ice damming or damages due to ice; (e) damages as a result of structural movement of dwelling, or any shifting/settling of structure that alter cosmetic appearance or functionality. When the work associated with this contract has been damaged by any of the forgoing causes, the guarantee shall be null and void until such damage has been repaired by "Contractor" (unless "Contractor" has granted written approval of such repairs) the cost of the repair will not be covered by "Contractor". Changes in use of structure shall be subject to written approval by "Contractor".

**REPAIR WORKMANSHIP WARRANTY:** In the event that "Contractor" is hired to complete a repair or inspection to another company's workmanship, "Contractor" is not responsible for any existing damage, defects or deficiencies from previous workmanship or materials installed by others. "Contractor" makes no warranty, express or implied, as to the quality or condition of prior work performed by others.

**HOW TO MAKE A CLAIM:** Within 24 hours of noticing any defect in workmanship, customer must notify "Contractor" by phone and in writing. "Contractor" will respond within 48 hours of receiving written notice. If claim is deemed to not be the fault of "Contractor" an investigation fee of \$350 may be imposed.

**WARRANTY TRANSFER REQUIREMENTS:** The ten (10) year Workmanship Warranty is transferable one (1) time during the 10-year time period. An inspection performed by "Contractor" is required in order to ascertain whether or not the roof that was installed by "Contractor" has been properly maintained. The customer is responsible for scheduling as well as payment as \$350 for inspection fee. Should the inspection reveal damages and or defects not covered under warranty, the customer will be responsible for cost of repairs if needed. If an alternative agreement between the customer and the buyer has been made, the "Contractor" must be provided with a signed copy of this agreement once the new homeowner takes possession.

**MANUFACTURER WARRANTIES:** All material warranties are provided by the manufacturer and subject to their terms and conditions.

This warranty supersedes all workmanship warranties in form of written, oral, expressed or implied. No modifications of this warranty shall be effective.

This warranty is not intended for a substitute for common sense maintenance, nor is it an effective instrument in the instance of abuse of the "exterior system" by foot traffic and abuse from other individuals.

**DEFINITIONS:** (1) exterior system: roofing or siding products used for waterproofing system installed according to manufacturers specifications along with flashing and other components to keep water and moisture out of a dwelling. (2) Workmanship defect: an imperfection in the contractor's work that allows moisture or water to enter the dwelling. (3) Misuse of low pressure water: the application of water to the exterior system by garden hose or other ordinary hose in such a way as to use the pressure of water to clean the roof system. Rinsing of leaves and other debris from the roof system and/or gutter does not constitute misuse of low-pressure water.



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