



## WARRANTY

Thank you for choosing our company to perform this work for you. Your satisfaction with our work is a high priority for us; however, not all possible complaints are covered by our warranty. Home Improvement Express (HIE) does provide a limited warranty on all HIE labor used in this project for a period of one year following Substantial Completion of all work, and receipt of the final payment. All workmanship shall conform to the guidelines found in the latest applicable publication *Residential Construction Performance Guidelines for Professional Builders and Remodelers*, National Association of Home Builders. If an item is not covered in that publication, standard industry practice shall govern. This warranty covers normal usage only. Client must contact HIE immediately upon discovering an item in need of warranty service. If the matter is urgent, client must also call HIE and send written notice of the need for warranty service. Failure to notify HIE of the need for warranty service within ten days of discovery of a warranty item may void the warranty. Additionally, client's hiring of others or direct actions by client or client's separate contractors to repair a warranty item are not covered by this warranty and will not be reimbursed by HIE. No warranty is provided by HIE on any materials not provided by HIE, nor is any warranty provided for any aspect of the project that comes into contact with materials not provided by HIE. No warranty is provided on any existing materials that are moved and/or reinstalled by HIE within the dwelling (including any warranty that existing/used materials will not be damaged during the removal and installation process). The client's sole remedy (for materials and labor) on all materials that are covered by a manufacturer's warranty is strictly with the manufacturer, not with HIE. No warranty is provided for freezing pipes, mold, or any moisture related issue. No warranty is provided for damage to the existing home not due to negligence by HIE-Denver (e.g., floor or wall protection that damages the finish upon removal of the protection). This warranty is not transferrable to future owners of the property. HIE will not be held liable for any future damage caused by soil movement or by deficiencies in existing construction. Any controversy or claim arising out of or related to this Agreement involving an amount less than \$7,500.00 (or the maximum limit of the Small Claims court) must be heard in the Small Claims Division of the Laramie County Municipal Claims Court (the county in which the HIE main office is located). Any dispute over the dollar amount limit of this Small Claims Court shall be mediated. If mediation does not resolve the issue, the dispute shall be submitted to an experienced private construction arbitrator that shall be mutually selected by the parties to conduct a binding arbitration in accordance with the arbitration laws of the State of Colorado. The arbitrator shall be either a licensed attorney or retired judge who is familiar with construction law. If the parties cannot mutually agree on an arbitrator within 30 days of written demand for arbitration, then either of the parties shall submit the dispute to binding arbitration before the American Arbitration Association in accordance with the Construction Industry Rules of the American Arbitration Association then in effect.