



LIMITED WARRANTY AGREEMENT

Contractor: Providence Management & Investments, LLC

Warranty Contact: Warranty@ProvidenceNC.com

Owners:

Project Address: 1133 White Jenkins Rd, Bessemer City NC 28016

NOTICE

This warranty is in lieu of any other warranty, expressed or implied. Any implied warranties, including but not limited to, the implied warranty of merchantability, fitness for a particular purpose, habitability, and any UCC warranties are waived. This warranty shall be null and void and Contractor shall not be liable for any damages or expenses, if the Owner does not first grant Contractor access to the premises and the opportunity of Contractor to inspect, correct, or replace alleged defective items, before Owner incurs expenses or has work done by a replacement contractor.

WHAT IS COVERED:

Contractor warrants that the improvements constructed are reasonably free of defects and within customary tolerances of 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 the Contractor, including the crew of the Contractor. Contractor 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, contractor shall repair or replace any of the alleged defective work at its cost. The work to be corrected will be the particular part or area that is defective. Contractor shall start corrective work within a reasonable time after written notice from the owner. Contractor shall have the option of repairing or replacing, at its election.

Contractor's Obligations

If a covered defect occurs during the one-year warranty period, the Contractor agrees to repair, replace, or pay the Owner the reasonable cost of repairing or replacing the defective item. The Contractor's total liability under this warranty is limited to the purchase price of the home stated above. The choice among repair, replacement, or payment is the Contractor's. Any steps taken by the Contractor to correct defects shall not act to extend the term of this warranty. All repairs by the Contractor shall be at no charge to the Owner and shall be performed within a reasonable length of time, defined as 30 days from the date on any warranty work order issued by the Contractor unless other scheduling is arranged with the Owner.

Owner's Obligation

Owner must provide normal maintenance and proper care of the home according to this warranty, the warranties of manufacturers of consumer products, and generally accepted standards of the state in which the home is located. The Contractor must be notified in writing, by the Owner, of the existence of any defect before the Contractor is responsible for the correction of that defect. Written notice of a defect must be received by the Contractor prior to the expiration of the warranty on that defect and no action at law or in equity may be brought by the Owner against the Contractor for failure to remedy or repair any defect about which the Contractor has not received timely notice in writing. The Owner must provide the Contractor with access to the home during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., to inspect the defect reported and, if necessary, to take corrective action.

TERM OF WARRANTY:

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 date of Certificate of Occupancy received.

TRANSFERABILITY:

This warranty is applied to the original owner and may be transferred to any subsequent owner within the initial one year period after substantial completion and Certificate of Occupancy date.

EQUIPMENT, MATERIAL AND APPLIANCES:

Contractor hereby assigns (to the extent they are assignable) and conveys to Owner all manufacturers' and supplier's warranties, together with operating instructions, if available, on all goods, materials, equipment, and appliances provided to Contractor. Contractor has provided certain material, equipment, appliances, and goods that have been manufactured and/or furnished by third party vendors, supply houses, lumber yards, distributors, and manufacturers ("products"). Contractor will use its best efforts so that such products are new and purchased from reputable suppliers. Contractor also agrees to properly install such materials. In the event a product is considered defective by the Owner, contractor shall use its best efforts to contact the supplier or manufacturer and receive a free replacement. Contractor shall then within a reasonable time, reinstall that new product without charge. Contractor did not manufacture such products. Contractor warrants its services and workmanship only. Accordingly, the contractor cannot warrant or guarantee these products themselves. Contractor 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 Contractor 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 Contractor has furnished owner with product brochures, literature, or samples. Nor shall Contractor be liable for dangerous products, design defects in products, or defective warnings. However, Contractor shall lend assistance in settling any claim resulting from defects in these products.

HOW TO OBTAIN SERVICE:

If a problem develops during the warranty period, Owner shall notify Contractor in writing of the specific problem. Owner shall give such notice promptly after first discovering the condition. Contractor 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 Contractors normal working hours, except where delay will cause additional damage. Owner also agrees to provide the presence (during the 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 the Contractor, whether not a defect is found or later repaired or replaced. The work will be done either by Contractors crew of whatever competent workmen or subcontractors are designated by the Contractor. Contractor 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.

To submit a proposed claim please send an email with complete home address in the subject line. In the email body please include a detailed description of issue(s) with pictures and/or videos as well as contact name and phone number. Please note that pictures and/or videos included with your email will greatly help to speed up the process and evaluation of your proposed claim. If requested and claims are not warranty related a trip charge of \$75 plus time and materials will be billed and due upon receipt. Our warranty manager will review claim to determine if issue is warrantable and will contact homeowner. Valid claim repairs are scheduled based on evaluation determination of emergency or non-emergency claims.

REMEDIES:

With respect to any claim asserted by Owner, it is understood there is not 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 Contractor within a reasonable period after first knowledge of a problem, not to exceed 30 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:

This limited warranty does not cover the following items:

- Normal wear and tear of the home or consumer products in the home.
- Any loss or damage that arises while the home is being used primarily for nonresidential purposes.
- Damage or defects caused by the failure to maintain any item or keep it in good working order.
- Failure of Owner to take timely action to minimize loss or damage or failure of Owner to give the Contractor timely notice of the defect.
- Damage resulting from fire, freezing, storms, electrical malfunction or surge, lightning, earthquake, pest damage, acts of God, or other unforeseen causes or accidents.
- Loss or damage caused by acts of God, including but not limited to fire, explosion, smoke, water escape, changes that are not reasonably foreseeable in the level of underground water table, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, and earthquakes.
- Damage from alterations, misuse, or abuse by any person, ordinary wear and tear, or problems caused by lack of maintenance.
- Any defect caused by or worsened by negligence, improper maintenance, lack of maintenance, improper action or inaction, or willful or malicious acts by any party other than the Company, its employees, agents, or trade contractors.
- Damage resulting from your failure to observe any operation instructions furnished at the time of installation.
- Any item furnished, installed, modified, altered, or repaired by you or any other person other than Contractor.
- Any damage to the extent it is caused or made worse by the failure of anyone other than the Contractor or its employees, agents, or trade contractors to comply with the requirements of this warranty or the requirements of warranties of manufacturers of appliances, equipment, or fixtures.
- Problems 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.
- Lawn Seeding, Sod, Trees and/or Shrubs
- Any defect or damage caused by changes in the grading or drainage patterns or by excessive watering of the ground of the Owner's property or adjacent property by any party other than the Contractor, its employees, agents, or trade contractors.
- Defects in any item that was not part of the original home as constructed by the Company

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 preempts any oral statements or representations by Contractor or its agents, before or after signing the contract.

Contractor Signature: Joshua Fannin Dated: 3/5/2026

Owner (Buyer) Signature: _____ Dated: _____