

Guardian Foundation Repair, LLC Limited Warranties Document

This Limited Warranty is written apportioned by Guardian Foundation Repair, LLC ("Servicer") to every buyer ("Purchaser") of any of the Items followed in the "Limited Warranty" document and apply to products ("Items") as listed which are installed by Servicer at Purchaser's property ("Property"). This Limited Warranty is written and apportioned by Servicer ***separate from all other warranty documents provided by suppliers***. This Limited Warranty ***does not include any warranty coverage beyond what is in separate warranties*** of said Items installed by Servicer that ***have been supplied to servicer by outside manufacturers***. This document does not supply any unique warranty coverage expressed or implied for work done in connection with Servicer's standard services including Items, products and Labor. Where applicable law upholds the prohibition of disclaimers made expressed in any implied warranty, all implied warranties are to be deemed limited in duration the terms of this limited warranty expressed below. This warranty document is transferable to new owner(s) of Property where applicable, transfer does not renew or extend current warranties which are set in place and begin the day installations are completed for each Item accordingly. This warranty document is not active until final and full payment has been received by Servicer (excluding financing payments facilitated through third party financing companies). Any work completed in conjunction with or as a service provided under (or apart from) this warranty document does not extend coverages and is subject to exclusions of coverages set below by Servicer.

Geo Lock Wall Anchor System: Servicer warrants that Geolock Wall Anchor System will perform standard support for 25 years from the original date of installation or servicer will render repairs for a defective unit through supplier (griptide manufacturing). Servicer is under no obligation to replace the unit in full. This Provided warranty from servicer only provides coverage for purchaser through the manufactures warranty. The Manufactures warranty states "all system components will be free from defects in materials and workmanship under normal use and service". The Servicer states that no provisions beyond manufacturing will be given except if the purchaser complies with the following: Purchaser is responsible for new engineering assessment and permit fees at the time of repair. Repair must be deemed 'critical to structure health' by a professional engineer in order to qualify for new replacement, otherwise repair work to the existing unit will be rendered as a service under this limited warranty. Servicer reserves the right to deem what is considered appropriate repair work for a system that has not been deemed "critically dangerous" (not needing a full replacement) by a structural engineer. Purchaser understands and agrees that any and all warranty claims are subject to service agreement, Rock & Limestone clause, as well as Overage Charge clause.

Foundation Push Peir System: Servicer warrants that the Foundation Push Peir System will perform standard support for 25 years from the original date of installation or servicer will render repairs for a defective unit through supplier (griptide manufacturing). Servicer is under no obligation to replace the unit in full. This Provided warranty from servicer only provides coverage for purchaser through the manufactures warranty. The Manufactures warranty states "all system components will be free from defects in materials and workmanship under normal use and service". The Servicer states that no provisions beyond manufacturing will be given except if the purchaser complies with the following: Purchaser is responsible for new engineering assessment and permit fees at the time of repair. Repair must be deemed critical to structure health by a professional engineer in order to qualify for new replacement, otherwise repair work to the existing unit will be rendered as a service under this limited warranty. Servicer reserves the right to deem what is considered appropriate repair work for a system that has not been deemed "critically dangerous" (not needing a full replacement) by a structural engineer. Purchaser understands and agrees that any and all warranty claims are subject to service agreement, Rock & Limestone clause, as well as Overage Charge clause.

Floor Support- Servicer warrants that for **5 years** from original date of installation that all floor support products built from steel will stabilize supported areas (within 2.5ft of jack) against settlement superseding .5inch. (Normative building settlement standard). If settlement supersedes this movement, Servicer will supply products and labor necessary to make adjustments. Servicer does not guarantee that remedy provided (initial and warranty provided) that doors/ windows will operate, drywall/ sheetrock cracks will close, or that floors will be fully restored to a level position, however; Servicer will attempt to restore settlement side effects as stated to original positions to the best of our ability. If original floor support work needs to be revisited and falls under warranty work and if services need to be revisited due to high humidity and/or high moisture content in building materials because of excessive moisture, other Items for waterproofing may be necessary in these areas at an additional cost to the Purchaser.

Vapor Barrier- Servicer warrants vapor barrier liner will be free from Defects* for **25 years** from the original date of installation or Servicer will repair or replace the vapor barrier. For the purposes of this Limited Warranty, "Defect" shall mean (a) any hole or tear or (b) separation from wall attachments. Purchaser must have installed drainage matting under vapor barrier with initial purchase to qualify for vapor barrier limited warranty.

Interior Drain Systems -Where Servicer has installed Interior Drain, Servicer warrants that, for **25 years** on from the original date of installation of said Drain System, the Drain system will be free from Defects* or Servicer will repair the Drain System at no additional cost to Purchaser. For the purposes of this Drain System Limited Warranty, "Defect" means water from the floor wall joint which passes through the perimeter of the Drain System and pooling on the crawlspace/ basement floor due to a break in the pipe. Pooling water must be attributed to a break in the Drain pipe, Servicer reserves the sole right to the determination of issues causing pooling water. If pooling water is attributed to other causes outside of a break in the Drain system, more Drain may be needed or a Drain System cleaning may be needed at an additional cost to the Purchaser. Area covered under warranty includes water within 1 ft of pipe and does not include the tail ends of the system where no drain extension is present. Areas must have both drain and wall wrap to be included in warranty coverage. Servicer is not responsible for damages on systems that over fill or break due to negligence. If crawlspace drain work needs to be revisited and falls under warranty work and if services need to be revisited due to high humidity and/or high moisture content in building materials because of excessive moisture, other Items for waterproofing may be necessary in these areas at an additional cost to the Purchaser in order to fully protect the environment. If home owner originally installed (1) sump and /or (2) drains in the crawlspace without vapor barrier, drainage matting, and /or a commercial dehumidification systems (i.e. the other parts of professional waterproofing); then these other Items for waterproofing may be necessary in these areas at an additional cost to the Purchaser in order to fully protect the environment

Exterior Drainline Where Servicer has installed Exterior Drainline, Servicer warrants that, for **1 year** from the original date of installation of said Drainline System, the Drainline system will be free from Defects* or Servicer will repair the Drainline System at no additional cost to Purchaser. For the purposes of this Drainline System Limited Warranty, "Defect" means a break in the Drainline pipe, Servicer reserves the sole right to the determination of issues causing pooling water. If pooling water is attributed to a break in the Drainline system, more Drainline may be needed or a Drainline System cleaning may be needed at an additional cost to the Purchaser. This Limited Warranty only covers areas within 1 ft in which the system was installed. NO Exterior drain line systems installed by guardian foundation repair are made to be a replacement for interior basement waterproofing solutions. Interior basement water proofing solutions are considered the most modern and thorough way to handle a basement water issue.

Sump Pumps Servicer warrants that sump pumps will be free from Defects* for **2 years** from date of installation or Servicer will replace or repair the non-operational sump pump(s) system(s). For purposes of this Sump Pump Limited Warranty, *"Defect" means the inability of a sump pump to operate under normal use and service. Servicer makes no warranty that the number and type of sump pumps installed are sufficient to handle the volume of water on the Property, and this Limited Warranty does not cover the cost of any additional sump pumps and sump pits determined to be necessary to handle such volume. For a full limited warranty statement reference paperwork provided by Zoller systems with the initial installation of system. By not participating in annual maintenance programs offered by Servicer, Purchaser forfeits limited warranty eligibility. Homeowner is responsible for initial electric installation and any subsequent electrical issues (see customer agreement).

Dehumidifier. Servicer warrants that dehumidifier will perform standard dehumidification duties for **5 years** from the original date of installation or servicer will render repairs for a defective dehumidifier(s) through supplier (alorair). For a full limited warranty statement reference paperwork provided by alorair systems with the initial installation of system. By not participating in annual maintenance programs offered by Servicer, Purchaser forfeits limited warranty eligibility. Purchaser is responsible for air filter replacement and all electrical work in connecting system initially and or electrical work that may fail to connect to power systems due to storm activity and power outages; these occurrences are not covered under this limited warranty. Homeowner is responsible for initial electric installation and any subsequent electrical issues (see customer agreement)

Concrete Leveling. Servicer currently works in conjunction with another contractor by the name of "The Concrete lifter LLC. **No Previsions made here go beyond provisions provided by the concrete lifter LLC.** For concrete slabs raised by Contractor, Contractor warrants that, for a period of (2) five years from the original date of installation for concrete (10) ten years and older or (6) six months for concrete less than (10) ten years of age, the area where the slab of concrete was lifted will not settle causing a trip hazard of more than 1/4 inch or Contractor will provide the labor and materials on one (1) occasion, shall attempt to raise the concrete using the same access holes. Contractor does not represent that the process will lift the Customer's slab to meet any criteria of levelness, but instead that it will lift the slab as much as practical. This Warranty is void if Customer does not maintain grade around slabs and seal joints between slabs. Exclusion: Contractor does not warrant heave (sideways displacement) of any slab where the work is performed, nor any damages caused by such heave. Servicer provides no limited warranty to crack repair or joint sealant, expansion joint installation, or surface sealing at this time.

Dot Mold Cleaning Applications Guarantee of one year subject to use of preventative treatments or solutions recommended to homeowner by servicer such as full crawlspace encapsulation system (moisture management system) complete with interior drains, sump pump installation, commercial dehumidification unit, vapor barrier and drainage matting. Servicer guarantees that new visible mold growth will not occur on treated wood or painted surfaces for a period of 6 months from date of service for an unprotected crawlspace or 1 year for a protected encapsulated crawlspace. If visible mold growth does reoccur within these times accordingly, GFR will return at the homeowner's request to re-clean affected wood as needed as a spot treatment. This guarantee is transferable to any new homeowner at any time for the remainder of the guarantee period. If there are requirements for moisture (humidity) or water control or correction that are the responsibility of the homeowner listed above, GFR reserves the right to cancel this guarantee if these items have not been completed. Let it be known to homeowner that servicer makes no guarantees expressed or implied that mold, fungus, or water staining, will be visibly be removed from the surface of wood structures neither in the initial treatment or subsequent spot treatments provided under this limited warranty. DOT cleaning chemicals using sodium hypochlorite are intended for soft cleaning applications and general cleaning. Mold, fungus, and water staining may remain regardless of whether a full crawlspace encapsulation system is not installed to regulate and protect environment or not. (SEE DOT CLEANING LIMITATIONS AND RESTRICTONS IN TERMS OF SERVICE P.3)

--- All Other Products/ Items. Except for the Items listed in the "Limited Warranty" section above Servicer makes no explicit or implied warranty for any other product or service provided by Servicer to Purchaser.

ROCK & LIMESTONE CLAUSE- Servicer reserves the right to charge \$300 per working hour for jack hammering through rock found in the area while installing push pier systems and Interior/exterior drain systems. The Purchaser reserves the right upon application and installation of systems and Items to reject or accept any amount of extra rock jacking that may alter initial quote. Servicer is not obligated to refund purchaser in the event that rock is found and if the purchaser chooses not to continue given the additional expense. The servicer is not obligated to continue installation in the event that the purchaser chooses not to continue with rock jacking.

OVERAGE CHARGE CLAUSE - When acknowledging warranty claims servicer reserves the right to charge \$100 per working hour for any and all warranty installation claim work to cover labor ONLY. Purchaser hereby accepts and understands that no payment is due regarding travel, heavy equipment charges, or new material (tube or threaded rod) installation within any previously installed bracketing system installed by Guardian Foundation Repair.

Warranty Coverage Excludes:

*The presence of any of the following conditions shall not be considered "Defects" in this Limited Warranty: however, this document certifies that the servicer is not responsible for the following influences and our warranty coverage excludes protection from the following : (a) pooling water on top of vapor barrier (b) clogged pipes (drainline or sump pump pipes) due to mud, sand, and minerals (c) and or water pooling due to exterior sources such as holes, downspouts, in ground pools, underground springs, wells, septic systems, or plumbing systems of the home, property damage from water, (d) Neglect, misuse, abuse, or alteration of the Product; (E) failure to maintain positive drainage away from the Property foundation; (F) failure or delay in performance or damages caused by acts of God (flood, fire, storm, etc.), or any other cause outside of Servicer's control; (G) any items mentioned in the Servicer's Notes on initial quote; (H) fire or smoke damages from insulation applications, and (I) General property damages from installation of Items/systems such as damages to fencing, siding, guttering, fascia, brick, foundation footers, foundation walls, satellites, cables, wires, and all private utility lines.

Terms and Conditions of Service

This Statement of Terms and Conditions of Service is written apportioned by Guardian Foundation Repair, LLC ("Servicer") to every buyer/customer ("Purchaser") of any of the Items followed in the document ("bid") and apply to products ("Items") as listed; which are installed by Servicer at Purchaser's property ("Property"). This Statement of Terms and Conditions of Service is written and apportioned by Servicer separate from all other terms provided by other businesses, supplies, manufacturers, and subcontractor that may be involved with installation of the purchasers' items. This Statement of Terms and Conditions of Service does not include any terms of coverage beyond what is stated in separate warranty of said Items installed by Servicer that have been supplied or installed by servicer (not by outside subcontractors). This document does not supply any unique terms expressed or implied for work done in connection with Servicer's standard services by subcontractors including Items, products and Labor installed or performed by outside subcontractors, inspectors, or engineers. Where applicable law upholds the prohibition of disclaimers made expressed in any implied warranty; all terms are to be deemed "overarching" in application and protection of guardian for any subcontractors who may be at fault within their portion of installation of products or services on the purchaser's behalf regardless of whether initially hired by the Servicer directly or commissioned by the homeowner at guardian's recommendation. This Statement of Terms and Conditions of Service is considered active until final and full payment has been received by Servicer (excluding financing payments facilitated through third party financing companies). Any work completed in conjunction with or as a service provided under (or apart from) Servicers limited warranty document is subject to exclusions of coverages set below by Servicer and subject to this Statement of Terms and Conditions of Service. as well as subsequent customer agreement. Any and all house calls, call backs, minor repair work, bid work and or inspection work is also subject to this Statement of Terms and Conditions of Service as well as subsequent customer agreement.
Purchaser realizes and understands that the Servicer is not responsible for the following natural or unnatural (damages caused by Servicer) damages that may occur before, during or after installation of systems and items; (a) pooling water on top of vapor barrier (b) clogged pipes (drainline or sump pump pipes) due to mud, sand, and minerals (c) and or water pooling due to exterior sources such as holes, downspouts, in ground pools, underground springs, sinkhole movement, wells, septic systems, or plumbing systems of the home, property damage from water, (d) Neglect, misuse, abuse, or alteration of the Product; (E) failure to maintain positive drainage away from the Property foundation; (F) failure or delay in performance or damages caused by acts of God (flood, fire, storm, etc.), or any other cause outside of Servicer's control; (G) any items mentioned in the Servicer's Notes on initial quote; (H) fire or smoke damages from insulation applications, and (I) General property damages from installation of Items/systems such as damages to fencing, siding, guttering, fascia, brick, foundation footers, foundation walls, satellites, cables, wires, and all private utility lines.
Purchaser hereby realizes and understands that terms of service, limited warranty statement, and customer agreement are considered as one body of written protection of guardian foundation repair LLC against any and all claims beyond what may qualify for service under limited warranty statement and even those are subject to "service after initial install" as well as "Clauses" and or anything outside of preexisting project scope of work that may be considered a new project or deem a change in customer agreement (see service after initial install).

Service after Initial Install: Customer "Purchaser" agrees and understands that they are fully responsible for system health (or take advantage of annual maintenance options) after initial installation and that all claims or house calls (outside of warranty claims) are subject to a minimum fee of \$100 per visit or \$100 per working hour whichever is larger. Work will only be revisited for free for the first four months after completed service out of a spirit of goodwill to the homeowner and assurance of quality. Anything not outlined on the initial scope of work or "bid" will not be rendered or completed for homeowner on a house call without a new "bid" adopting increased scope of work or new service, item/ installation and purchase of said item or new service.

Basic Annual Maintenance: Customer "purchaser" is encouraged to utilize ongoing care programs available through Servicer for any and all systems installed. This service is provided at a rate of \$150 per year or **\$12.49 per month**. Service care includes; (1) dehumidifier coil cleaning and rinsing filter (2) sump pump basin cleaning and system check, leak repair. (3) floor jack tensioning and adjustment; wall support tensioning and adjustment (4) basement gutter drain and snake (5) exterior drain and snake check (6) push pier re-measurement (only charted sinking will be serviced under warranty and subject to warranty terms). (7) general limited warranty claims. **(8) No future work minimums (9) Covers one house call in conjunction with annual maintenance service. (10) Includes 5% off on all future home services.**

Club Member Maintenance: Customer "purchaser" is encouraged to utilize ongoing care programs available through Servicer for any and all systems installed. This service is provided at a rate of \$250 per year or **\$19.99 per month**. Service care includes; (1) dehumidifier coil cleaning and rinsing filter (2) sump pump basin cleaning and system check, leak repair. (3) floor jack tensioning and adjustment; wall support tensioning and adjustment (4) basement gutter drain and snake (5) exterior drain and snake check (6) push pier re-measurement (only charted sinking will be serviced under warranty and subject to warranty terms). (7) general limited warranty claims. **(8) No future work minimums (9) Up to two general houses per year apart from annual maintenance (10) downspout cap replacement and Driveway Drain Surface Grate Replacement (11) 10% all future home services (12) 5% all future home services for all friends and family.**

Deluxe Member Maintenance: Customer "purchaser" is encouraged to utilize ongoing care programs available through Servicer for any and all systems installed. This service is provided at a rate of \$840 per year or **\$69.99 per month**. Service care includes; (1) all service care provided within club member maintenance plus; (2) Guardian Foundation Repair will provide the labor and materials on one occasion, shall attempt to spot treat mold stains remaining from previous applications using the same chemical application process as originally utilized upon initial treatment. Subsequent treatments applied under this maintenance are considered spot treatments and do not include a repeat treatment of the entire space

Dot Mold Cleaning Limitations and Restrictions: GFR recommends that no one be present in the home during the treatment process. This includes dogs, cats, etc. No other contract workers (plumbers, electricians, handymen, carpenters, etc.) are to be in the home while GRF is performing work in the attic or crawlspace. No other contract workers should be scheduled to do work in the home for 24 hours following treatment. If contract workers are in the home when GFR arrives at the scheduled work time the homeowner will be contacted and the job rescheduled for a time when contract workers will not be present. GFR must have unrestricted access to the home while performing work in any area of the home (i.e. inside the home, in the crawlspace, attic or garage). Let it be known to homeowner that servicer makes no guarantees expressed or implied that mold, fungus, or water staining, will be visibly removed from the surface of wood structures neither in the initial treatment or subsequent spot treatments provided under this limited warranty. DOT cleaning chemicals using sodium hypochlorite are intended for soft cleaning applications and general cleaning. Mold, fungus, and water staining may remain regardless of whether a full crawlspace encapsulation system is installed to regulate and protect environment or not. Iron oxide and water stains cannot be removed in a onetime cleaning application & these fungi, metal reactors, and water may have compromised the wood beyond treatment feasibility. Cleaning rotted wood cannot and will not result in restoration of wood or internal wood chemistry or make up; wood re-enforcement and structural repair may be needed at additional expense to homeowner. This cleaning application is not designed to restore wood strength or texture where compromised by rot or pests or moisture. This cleaning application is limited in its cleaning process as GFR is not completing a mold remediation process nor are we soliciting that mold will 100% die or be killed off through our process. Let the homeowner understand that the most thorough and effective way to protect a crawlspace environment is through the process of a complete encapsulation system designed to retard an prevent moisture from thriving in the crawlspace environment. (SEE DOT CLEANING LIMITED WARRANTY RESTRICTIONS IN LIMITED WARRANTY DOCUMENT P.2)
All claims should be written and addressed to Servicer at GUARDIAN FOUNDATION REPAIR LLC : PO BOX 157 WILLARD MO 65781

Consumer Agreement:

Service's sole responsibility to Purchaser with regard to proceeding Limited Warranty Document is to supply the materials and work/ labor only as necessary to lend repairs to or fully replace any Defects brought forth in the "Limited Warranty" section stated before above. Service clearly states that we not liable for any consequential, incidental, or indirect damages, which includes but is not without limitation regarding the following: costs for any finish carpentry work, painting, flooring, electrical, landscaping, fencing, guttering, siding, concrete, or other work necessary to restore the Property after Service's work is completed; (2) pets escaping or hurt in or around the jobsite space; (3) damages caused by mold including, but not limited to, bodily harm, bodily injury, continued deterioration of wood structures and wood rot, loss of income, loss of practical use of home, loss of value in property, emotional distress, death, or any other effects; (4) water damage to the Property or personal belongings; (5) public utility damage that occurs as a result of Service's install marked or unmarked, this does not include upgrades for code compliance to utilities or upgrades for other reasons; (6) General property damages from installation of Items/systems such as damages to fencing, trees, siding, guttering, fascia, brick, foundation footers, foundation walls, satellites, cables, wires, and all private utility lines; (7) Service is not responsible in any measure for the location identification of private utility lines or damage done to private utilities marked or unmarked.

Customer "purchaser" understands and agrees that there is no guarantee to raise, restore or level home through repair work performed using floor jacks and beams, push pier systems, helical pier systems, or polyurethane foam used under concrete slabs. There is no guarantee to raise, restore or plum/ square up walls through repair work performed using wall anchor braces or I beam braces installed on failing or moving bowing walls. In any and all cases these systems are made and designed to brace and stabilize a house to prevent movement and issues from getting worse. Any actual measure of correction is subject to pliability of wood structures and masonry concrete structures that may or may not allow us to move the structure in anyway. Service makes no claim or guarantee of correction, raising or restoration; however modern techniques and technologies complimented with correct tools and equipment will be utilized with greatness of care to ATTEMPT and achieve restoration to some degree where plausible.

Customer "Purchaser" is responsible for preparation any and all preparation of the work environment. Interior preparation includes (1) turning off HVAC systems and blocking HVAC vents during basement waterproofing and mold cleaning applications (2) tarping and or removing any personal items away from work environment (3) relocating both self, family, friends, and pets away from work environment so as not to incur injury ("Service" not responsible for accidents). Exterior Preparation includes (1) relocation of plants, landscaping, lawn ornaments, trees, fountains, mulch or rock ("service" not responsible for condition of or lack of landscaping before or after project; service not responsible for replacement or replenishment in anyway) (2) relocation of and repair of personal vehicles, trailers, machinery, tools, playsets, outdoor furniture, above ground pools, decks, out door living spaces that may apply. ("Service" agrees to caution, general safety, and vigilance when working around such items however we do not except responsibility for damages. Protection of these is the responsibility of the homeowner "purchaser") (3) relocating both self, family, friends, and pets away from work environment so as not to incur injury ("Service" not responsible for accidents). When working inside service is not responsible for repair or replenishment of finish carpentry, flooring, trim, sheetrock, electric, paint, cabinetry, affixed furniture, plumbing, HVAC, personal items, plumbing or lighting fixtures ect that may be damaged or considered a loss during the installation process of any service. When working outside or on the Exterior of the home, service is not responsible for repair or replenishment of finish carpentry, siding, fascia, soffit, roofing, guttering, downspouts, downspout extensions, fencing, landscaping, plants, trees, mulch, rocks, walkways, sidewalks, personal items, furniture, cars, machinery, trailers, lawn ornaments, mailboxes, gardens, greenhouses, sprinkler lines or sprinkler heads, culverts, concrete slabs, outdoor storage sheds or buildings, inground or above ground pools, decks, patios, outdoor living spaces, porches, fire rings or holes, play equipment, retaining walls, drainage pipes or drainage rock landscaping, homeowner's storage supplies stored out in the open area, self, family, friends, and pets in work environment so as not to incur injury ("Service" not responsible for accidents).

Customer understands and accepts that any changes in proposal warrant a newly drafted quote for services agreed on between provider (Guardian Foundation Repair, LLC) and customer. This proposal is intended to solve issues as described by the customer. Customer understands that projected installation date may fluctuate due to unforeseen circumstances.

Agent Print: _____ Date: _____

Agent Signature: _____ Date: _____

I agree to the contents of the proposed services and agreement above. I understand that I am responsible for cosmetic damages that may result from alteration of foundation movement upon or after installation of new supports (if applicable). I agree and understand that I am responsible for hiring an electrician to install a 110 outlet for dehumidification and sump pump systems where applicable. I acknowledge that I am the owner of the residence or that I have been given consent to make decisions on behalf of the owner(s). I agree to a 5% late penalty fee for each 14-day period that my account is passed due, plus associated lawyer fees (if applicable) associated with enforcing this document. I agree and understand to the Limited Warranties and Clauses set forth in attached pages.

Customer Print: _____ Date: _____

Customer Signature: _____ Date: _____