

## Sample Warranty, , , ,

# **Limited Warranty**

This Limited Warranty, for mechanical systems and appliances, is free of charge in conjunction with a home inspection performed by Joe Inspector with the following conditions:

- 1. The fee for the home inspection must be received by National Property Inspections within 10 days from the date of the inspection.
- 2. This warranty begins when the fee for the home inspection is received and expires 180 days from the date of the inspection.
- 3. If there are any other insurance policies or warranties applicable, this warranty becomes excess.
- 4. This warranty applies only to those mechanical systems and/or appliances identified in the NPI Inspection Report which details the inspector's findings at the property.

Address of Property Inspected :

Date inspected : 11/23/2010 2:21:00 PM

The following items are excluded from protection under this Limited Warranty due to the fact that they were dysfunctional or inoperative at the time of the inspection or have reached the end of their normal life expectancy.

### TERMS, LIMITATIONS AND DEDUCTIBLE -- READ CAREFULLY.

National Property Inspections (hereinafter NPI) will, during the term of this Limited Warranty, repair or replace at its option, the protected items and components should they become inoperative due to mechanical failure, subject to the terms, limitations, and deductible specified below. This Limited Warranty covers only those mechanical systems and appliances listed below.

- I. Warranty Limit :
  - A. NPI's maximum liability under this warranty for all mechanical defects arising during, and not pre-existing to, the 180 days warranty term is limited to \$2,500. All mechanical claims carry a \$250 deductible.
- II. To present a claim :
  - A. Call the NPI inspector first, not a service contractor. NPI will not pay for any service that is not authorized in advance. The client is expected to make any necessary temporary repairs to prevent any further damage to the item(s) in question.
  - B. Payment of the \$250 deductible is the responsibility of the client for each service call for each protected item. The deductible must be paid directly to the contractor affecting authorized repairs or replacement.
  - C. NPI has the sole option to repair or replace.
  - D. The client must promptly notify NPI when any covered item(s) has a mechanical failure. NPI shall have no responsibility for claims which are not reported within 5 days of its mechanical failure.
- III. Protection Limit :
  - A. NPI will not pay for repair or replacement as a result of fire, wind, rain, hail, freezing, smoke, lightning, flood, earthquake, storm, theft, accidents, vandalism, riot, power failure, pest or insect damage, lack of capacity, inadequacy, improper installation, negligence, alterations, modifications, consequential damages of any kind, or acts of God.
  - B. NPI will make no reimbursement for materials or labor it did not authorize.
  - C. NPI will not be liable for the expense to open or close walls, floors, or ceilings, nor for the removal and replacement of tiles, carpet, wallpaper or vinyl to perform a covered service.

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- D. If the client performs or authorizes any repairs, alterations, or installations, or modifies any protected item or component or causes any consequential damage, NPI will have no responsibility with regard to that item
- E. If the covered property is a condominium or similar ownership, NPI will not pay for repairs or service beyond the interior of the client's unit.
- F. NPI will not be liable for damage that results from contractor's delay of service such as riots or unavailability of parts or labor. NPI will not be responsible for color match.
- G. NPI will not pay to improve or upgrade an item or items due to lack of capacity, design or failure to meet building code or zoning requirements. Any expense incurred to meet code or zoning requirements, above that needed to remedy the mechanical failure, is the client's sole responsibility.
- IV. The NPI warranty is non-transferable. Should the client sell, vacate or rent the covered property, the warranty becomes null and void.
- V. If NPI waives a right under the warranty, it does not waive any additional or future rights.

### **PROTECTED ITEMS :**

#### **INTERIOR ELECTRICAL SYSTEMS :**

- **Covered :** General wiring and components within the perimeter of the main foundation; the electrical panel and subpanel. The following items are limited to a \$100.00 payment: fire alarm system; door bells; smoke detection systems; garage door openers; receptacles.
- **Not Covered :** Power failure or shortages; overload or inadequate wiring capacity; intercom systems; garage door opener sending units; burglar alarm systems; exhaust, wall, attic, or ceiling fans; light fixtures; any pre-existing condition.

#### **INTERIOR PLUMBING SYSTEMS :**

- **Covered :** Gas, water, drain, vent and waste lines within the perimeter of the main foundation; electric or gas water heaters, plumbing fixtures; faucets; toilet tank, bowl and internal components.
- **Not Covered :** Any plumbing outside the perimeter of the main foundation or contained in or under the main foundation or concrete slab, or wrapped in asbestos; conditions of excessive or insufficient water pressure; water quality; holding tanks; solar hot water systems; septic tank systems; sewage ejector pumps; sewer and water laterals; wells; any condition caused by rust, corrosion or chemical deposits; galvanized pipes; solar systems; jet and sump pumps; pressure tanks; holding tanks; shower stalls, enclosures, doors and base pans; caulking or grouting; hot tubs; whirlpools and spas and their mechanical components including electrical components; repairs of walls, floors, or ceilings when plumbing repairs are made; sprinkler systems; any pre-existing condition.

#### AIR CONDITIONING: (primary system only) (\$1,000 maximum)

- **Covered :** Central air conditioning system using ductwork for the distribution of air; condensers; compressors; thermostats; condenser fan motors; blower fan motors; interior refrigerant lines; accessible ductwork.
- **Not Covered :** Window, wall, gas, or portable air condition units; electronic air cleaners; dehumidifiers, deionizers; ductwork that is concrete encased or otherwise inaccessible; registers; filters; grill guards or condenser housings; exterior refrigerant lines; any condition caused by rust or corrosion; any pre-existing condition.

#### **<u>CENTRAL HEATING :</u>** (primary system only) (\$1,000 maximum)

- **Covered :** Central forced air, gravity, heat pump systems; hot water boiler systems; electric baseboard heat, if it is the only source of heat; built-in humidifiers; accessible ductwork and piping.
- **Not Covered :** Steam boiler systems; heat exchanger; ductwork or steam or radiant heating coils or lines that are wrapped in asbestos, encased in concrete or otherwise inaccessible; ceiling, wall or floor radiant heating systems; dehumidifiers,

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wood burning stoves; individual space heaters; outside fuel storage tanks and lines; electronic air filters; registers; filters; solar heating systems; fireplaces; fireplace inserts and components of any kind; any condition caused by rust or corrosion; any pre-existing condition.

#### **APPLIANCES :**

- Covered : Primary refrigerator; oven; range; garbage disposal; dishwasher; built-in microwave; range exhaust fan.
- **Not Covered :** Individual freezer; washer; dryer; compactor; timers or clocks; rotisseries; meat probes; removable racks or baskets; lock or key assemblies; ice makers; filters; gaskets; scratches, marring or dents; self-cleaning components of oven; any condition caused by rust or corrosion; any pre-existing condition.
- VI. Cancellation :
  - NPI may cancel this warranty for any fraud or misrepresentation on the part of the client.
- VII Additional exclusions and conditions :
  - A. **Excluded From Protection Under This Limited Warranty** is any item in the report which is said to be defective, faulty, inoperative, inoperable, in any way impaired, of suspect utility, at or beyond its normal life expectancy, or specifically excluded, as well as any item identified as not inspected or not tested, as indicated by any words or phrases which, by reasonable interpretation, would communicate any of the foregoing.

Also Excluded From Protection is any item, device apparatus, component, element, part or class of items at, in, on, or pertinent to the subject property premises which is not included in or specifically mentioned in the report.

B. Since each item or system in a house has a normal life expectancy, this warranty will pay for repair, or replacement on a prorated basis.

### **DEFINITIONS**:

- Condition which causes a covered item or system to stop performing its designed function. 1. **Mechanical Failure:** 2. That which cannot be readily accessed for inspection due to design and/or obstacles, such as permanent partitions, Inaccessible : chimney, etc. 3. Service : Repair or replacement of non-functioning covered item. 4 **<u>Pre-Existing Condition :</u>** Condition which caused a covered item to fail, which after prudent investigation, is determined to have existed prior to this warranty's effective date. Consequential Damages : Condition which results from any cause other than the direct mechanical failure of that item or system. 5.
- 6. Building Code or Zoning Violations: Condition which does not meet building code specifications or zoning board requirements.

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