Contact Information:

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**MN License #BC631617**

## 10-YEAR WORKMANSHIP WARRANTY

1. During the Ten (10) year period from and after the date on which the Work (as defined in the Construction Agreement) is substantially completed ("Warranty Date"), First Impressions guarantees that the Work shall be free from defects caused by faulty workmanship arising from major structural defects or non-compliance with building standards.
    a. Major structural defect means actual damage to the load-bearing portion of the structure which affects the load-bearing function and which vitally affects or is imminently likely to vitally affect use of the structure for its designed purpose. Major structural defect does not include damage due to movement of the soil caused by flood, earthquake, or other natural disaster.
    b. Building standard means the materials and installation standards of the building codes in effect at the time of the construction or remodeling, or if no such code exists, the customary standards in the industry for the Work where it is performed.
2. This warranty is conditioned on Owner paying First Impressions in full for its work.
3. On payment in full by Owner of First Impressions' construction work, First Impressions will transfer to the Owner the manufacturer's warranty for all materials used in the construction. First Impressions does not separately warranty materials used in the construction. Materials shall carry their manufacturer's warranty only and Owner agrees to make such claims against the manufacturer.
4. Modification to the Work by anyone other than First Impressions voids this warranty for the Work modified.
5. Warranty does not extend to:
    a. loss or damage not reported by the Owner to First Impressions in writing within six months after the Owner discovers or should have discovered the loss or damage;
    b. damage caused by defects in design, installation or materials which Owner supplied, installed or directed to be installed;
    c. loss or damage from normal wear and tear;
    d. loss or damage from normal shrinkage caused by drying of the improvement within tolerances of building standards;
    e. loss or damage from dampness and condensation due to insufficient ventilation;
    f. Ice dams are not covered under this warranty. It is the Owners responsibility to keep the eaves and valleys clear of snow and ice.
    g. loss or damage from negligence, failure to maintain or improper maintenance, changes in grading of the ground around the structure, soil movement, soil conditions, or alteration of the structure by parties other than First Impressions;
    h. incidental, consequential and secondary loss or damage such as personal injury or property damage;
    i. loss or damage which the Owner, whenever feasible, has not taken timely action to minimize;
    j. accidental loss or damage usually described as acts of God, including, but not limited to: fire, explosion, smoke, water escape, insects, ice dams, snow load, windstorm, hail or lightning, falling trees, aircraft and vehicles, flood, and earthquake, except when the loss or damage is caused by First Impressions' failure to comply with building standards
    k. loss or damage due to defects existing in the improvement not caused by First Impressions workmanship and First Impressions supplied materials.
    l. damage caused by unusual weather conditions, ice dams, snow loads, strong winds (50+ MPH), hail and damage caused by ice/snow removal from Owner's roof.
6. This Warranty is limited to:
    a. the labor necessary to repair or replace, at First Impressions' sole discretion, substantially defective workmanship and major structural defects;
    b. repair or replacement performed by First Impressions or one of its designated agents;
    c. claims by the Owner and is not transferrable to any successor property owner or occupant.
7. First Impressions hereby disclaim all warranties, express or implied, contract claims, negligence claims, and all other claims for which Owner has not provided First Impressions with written notice within six (6) months from the date of discovery of

the problem and which have not been fully resolved within six (6) months from the date Owner notified First Impressions of the claim.

8. As per the terms and conditions described above, by accepting this warranty you agree to its terms and conditions in whole and in part and agree to pay the company a minimum $250.00 service charge for any trips for inspections not expressly stated under this warranty or upon finding that any problems experienced by the owner are/were not a result of or due to any errors in installation of the products described in the original contract agreement. Your failure or neglect to maintain the property/building will void and nullify this warranty prior to the completion of its full ten year term. All materials are warranted and guaranteed by the manufacturers.

9. **EXCEPT FOR THE WARRANTY PROVIDED BY MINNESOTA STATUTES CHAPTER 327A, IF APPLICABLE, THIS WRITTEN WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**