



JAB CONSTRUCTION INVESTMENTS INC.

327 S. Walnut Street
Statesboro, Georgia 30458

BUILDER/BUYER WARRANTY AGREEMENT

Date: _____

Property: _____

Buyer: _____

Phone Number: _____

Email: _____

Builder: JAB Construction Investments, Inc.

This Buyers Warranty Agreement supplements the provision for a one (1) year warranty in the purchase agreement between Buyer and Builder for the purchase and sale of this Property.

By closing on the above property, the Buyer represents that the Buyer has inspected the home and yard and that the home and yard are in satisfactory condition.

The Buyer has previously provided the Builder with a punch list of items to be repaired or completed.

The Buyer's initials below acknowledges that the Buyer has inspected the home and all punch list items have been completed to the satisfaction of the Buyer.

The Buyer acknowledges that the Warrant period commences on the date of closing and that the Warranty does not cover any damage caused by vandalism, acts of God, or act of the Buyer, Buyer's family, guest or agents including damage caused by Buyer's failure to perform routine maintenance.

Buyer Initials: _____

Date: _____

Buyer Initials: _____

Date: _____

All warranty claims must be emailed to the JAB Warranty Coordinator at: jabwarranty@outlook.com. ***Each Warranty claim must include the name, address and phone number of the Buyer, a copy of the closing statement for the purchase of the property subject to the Warranty Claim and a picture of each claim to be considered a valid claim. Just because you submit a valid claim doesn't automatically approve your claim.***

After review by a representative, the Buyer will be notified whether or not it is a valid warranty claim and the Builder will schedule a day/time to assess each claim. Once an assessment of the claim is completed, the Builder will schedule a separate time to make appropriate repairs. *Buyer must make the home available to the Builder during normal business hours of Monday through Friday from 8:00 a.m.-5:00 p.m. No warranty claims made verbally or by text message will be considered a valid warranty claim.*

No additional items can be added to a warranty claim AFTER the claim has been filed. Asking the contractor to fix additional items while they are working on your home, will not be considered a valid warranty claim. A new claim MUST be filled for each new item.

We attempt to address all cosmetic issues marked during the punch list process, and we strive for your overall satisfaction. Unfortunately, we have to balance completion of your home under many constraints and cannot guarantee every individual punch list item are brought up to the buyer's level of satisfaction.

Please keep non time-sensitive items on a growing list for the one-month and the eleven-month time frames, after you closed on your house and submit the list during this designated time frame.

For you (the buyer) and our convenience, we ask that you limit email submissions to jabwarranty@outlook.com to only time sensitive claims until the one-month and eleven-month timelines, from the purchase of your home. At the one month, and eleven-month timeframe-after the closing of your home- you can submit a builder's satisfaction warranty claim, following the procedure outlined above. A JAB Construction representative will reach out and address any cosmetic issues or punch list items that were not brought up to your level of satisfaction during the punch list process. The one month and eleven-month warranty claim, is offered out of compassion by the builder to help with the transition into your new home, no cosmetic items are guaranteed to be approved at the one month and eleven-month timeframes and should be added to the bottom of this agreement form on the final walkthrough (if said item) jeopardizes the overall satisfaction before closing the home.

By initialing below and signing on the later pages, the buyer further acknowledges that the following items listed below are non-warrantable conditions.

Buyer Initials: _____

Date: _____

Buyer Initials: _____

Date: _____

NONWARRANTABLE CONDITIONS

THE FOLLOWING MATTERS ARE NONWARRANTABLE CONDITIONS THAT COMMONLY OCCUR AND THE BUILDER WILL NOT WARRANT. THE FOLLOWING MATTERS ARE NOT INTENDED TO BE AN EXHAUSTIVE LIST OF NONWARRANTABLE ITEMS. NONWARRANTABLE CONDITIONS SHALL NOT RESULT IN BUILDER LIABILITY

1. Concrete foundations, walks, drives and patios can develop hairline cracks not affecting the structural integrity and strength of the building. There is no method of eliminating this condition, which is caused by expansion and contraction, such cracks are not covered by warranty.
2. Masonry and mortar may normally develop cracks due to shrinkage in either the mortar or brick. This is not a defect and not covered by warranty.
3. Wood will sometimes crack and "spread apart" due to the drying process usually caused by heat inside the house or exposure to sun on the outside. This normal condition is a maintenance item to be cared for by the homeowner and not covered by warranty.
4. Drywall/sheetrock may develop nail pops or settlement cracks which is a normal part of the drying process and may be easily handled by the homeowner with spackling during normal redecorating and therefore not warranted. If the Purchaser makes request within one year of a purchase of a new home, Builder will make necessary repairs that will not include repainting.
5. Floor squeaks generally appear and disappear over time with changes in weather. Extensive research has determined that much has been tried but little can be done about floor squeaks that are therefore not covered by warranty.
6. LVP, wood, tile and carpet floor surfaces require care and maintenance and are not covered by warranty for damage caused by use or neglect. Floor casters are recommended to prevent scratching and chipping. Stains in wood, tile and carpets should be cleaned immediately to prevent discoloration. Carpet loosens in damp weather and stretches tight again in dry weather.
7. Caulking of exterior and interior including but not limited to windows, doors, siding, flashing, tubs, showers and tile will crack or bleed in the months after installation as a normal minor occurrence to be maintained by the homeowner and not covered by warranty.
8. Broken glass or mirrors that are not noted at the final inspection report shall not be covered by warranty.

Buyers Signature(s): _____

Buyers Signature(s): _____

Date: _____

Date: _____

9. Frozen pipes and sillcocks are not covered by warranty because the homeowner must take precautions to prevent freezing during severe cold weather such as removing outside hoses, leaving faucets with a slight drip, or turning off water system of the house if the house is to be left for extended periods of time in the winter.
10. Stained woods will normally have variation of colors that may change due to the different texture and drying. Paneled doors may dry leaving small cracks of bare wood. None of those are warrantable conditions.
11. Good paint has been used on your home, nevertheless, paint can crack, and it is not a defect in paint, but most often caused by other sources. Avoid allowing lawn sprinklers to hit painted areas and avoid washing down painted areas. Inside, do not scrub or wash down latex painted areas. Be aware of newly painted walls when moving furniture. Even the best paint will stain or chip if not care for properly.
12. Chips, scratches, mars in tile woodwork, walls, porcelain, brick, plumbing fixtures, marble, formica, lighting fixtures, appliances, doors, paneling, siding, screens, windows, carpet, vinyl floors, cabinets, etc. that is not noted by you on the punch list are not covered by warranty.
13. Dripping faucets, toilet adjustments and toilet seats are covered by warranty for a 30-day period after closing only. Plumbing that is stopped-up during the warranty period as detected by the person servicing the plumbing finding foreign materials in the line will result in service charge billing for that service call.
14. Grading has been performed on your lot to provide drainage away from your home. Changes in landscaping, installation of patio or service walks or other reasons may result in a change of drainage pattern and slope. Drainage, washouts, subsequent flooding or stagnant pool formation is not covered by warranty if the established grading is altered. Buyer agrees to maintain property to avoid negligent situations (i.e not watering sod sufficiently), builder is not responsible for the results of improper care. The property has been seeded and is the buyers responsibility to water and maintain the seed's growth.
15. Roof material is warranted only as prorated over the period of the lifetime use of the roof. Warranty claims for defects in roof materials must be directed to the manufacturer with our limited assistance. Damage caused to the roof by walking on the roof or by installing a television antenna or other alterations and installations on a roof is not covered by warranty. Builder is not responsible for roof repairs made by another party or damage cause by abnormal weather or natural disasters.

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- 16. Heating and air conditioning are only covered by manufacturer's warranty. The homeowner is responsible to get in touch with the HVAC contractor or manufacturer to register their warranty. The homeowner is responsible for installing clean filters that are to be changed on a regular 30-day basis because failure to do so may void your warranty. It is good to have equipment properly inspected and serviced annually.
- 17. The septic system requires regular maintenance performed on average 2-3 years. Septic safe toilet paper and human waste is the only thing meant to be passed through the septic system, i.e do not flush baby wipes. Single ply is recommended to put less strain on the unit. Driving on the septic field (including the tank), planting items, building fences, or other practices that could damage the integrity of the septic system will void the builder's warranty.
- 18. Non-maintenance, such as home additions, work performed on the house by another person or company voids the builder's one year warranty on the(se) specific item(s).

This concludes the list of common non-warrantable items. (There could be other non warranty items not listed above) Please reach out at the email listed above if you have any questions, comments or concerns regarding your home and potential warrantable issues during this first year.

[If any items during the final walkthrough were not completed before closing, builder will write out below and complete at a later date:]

Everyone apart of the JAB Construction Team would like to Congratulate you on your new home! We hope you enjoy constructing this house, into your next home!

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