



WARRANTY POLICY & PROCEDURES

Introduction

Even after Ojibway has completed your home, our relationship does not end. We continue to provide you service through our three-year warranty plan.

Warranty Policies

1. **3 Year Warranty.** Ojibway Homes, LLC provides an express 1 year limited warranty of the construction of your home. Years 2 and 3 of the warranty are provided by the 2-10 Home Buyers Resale Warranty Corporation. A copy of this agreement and its coverages can be seen at the 2-10 Home Buyers Warranty link on the main page of our website. The conditions listed below appearing prior to that agreement describe the warranty coverage provided by Ojibway Homes, LLC in the first year. These conditions, procedures and promises do not necessarily apply to the 2-10 warranty provided in years 2 and 3.
2. **Warranty Agreement.** Ojibway's warranty relationship with you is governed by a warranty agreement, a copy of which has been attached. This agreement discusses the exact items that are covered and are not covered. This agreement also assigns to you any manufacturer's warranties Ojibway receives from its subcontractors or suppliers, including any extended warranties.
3. **Cosmetic Surfaces Not Covered.** Your warranty specifically excludes the cosmetic surfaces of your home. The cosmetic surfaces excluded from the warranty are:
 - o All painting.
 - o All door and trim surfaces.
 - o All countertop surfaces.
 - o All flooring surfaces.
 - o All cabinet surfaces.
 - o All drywall surfaces except nail pops and cracks due to settling and wood shrinkage.
 - o All ceramic or marble tile surfaces and grout.
 - o All windows, mirrors and glass.Unless noted on the Final Walkthrough Inspection Form any imperfections in these surfaces that appear after this inspection are virtually always due to wear and tear caused by the homeowner.
4. **Final Inspection.** At the time of your second final walkthrough, you will be required to sign the Final Walkthrough Inspection Form. This form includes an agreement that you accept the cosmetic surfaces of the house and these surfaces are excluded from the warranty. Up until the time of this agreement, all cosmetic surface imperfections are covered and will be repaired or replaced by Ojibway. After this time, these surfaces are not covered.

Warranty Procedures

Ojibway's warranty procedures are as follows:

1. **Warranty Service Request Form.** All communication to us should be with the Warranty Service Request Form on the following page. Be sure to:
 - o Provide your name, address, lot number, community, and especially telephone numbers.
 - o Describe to the best of your abilities the issue or problem.

OJIBWAY HOMES, LLC

WARRANTY WORK REQUEST

DATE REQUESTED:

COMMUNITY: _____ LOT:

PURCHASER:

ADDRESS:

PHONE(H): _____ (W):

THIS IS THE LIST OF THE WARRANTY ITEMS FOR MY HOME
AS OF _____.

(DATE)

<u>DESCRIPTION</u>	<u>DATE COMPLETED</u>	<u>INITIALS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BY INITIALING EACH ITEM ABOVE, THE PURCHASER AGREES THAT THE ITEM HAS BEEN COMPLETED TO THEIR SATISFACTION.

- o List each issue or problem separately on a line or multiple lines. Please do not list multiple items on the same line. This will reduce confusion for our staff in reviewing the item.
 - o Keep a copy of the list for yourself.
- 2. Submission of Form.** Upon completion of your form, mail, email or facsimile it to the main Ojibway Lenawee office. Our address and fax number are as follows:
- Ojibway Homes, LLC
Warranty Service Department
2154 Farm Valley Drive
Adrian, MI 49921
517/263-2255
517/263-2259 fax
- 3. Confirmation Call.** The Ojibway warranty representative for your community will call you within five (5) days of our receipt of the form to confirm that we have the request and to schedule a time to visit you.
- 4. Review Visit.** The Ojibway warranty representative will visit you at your home to review the warranty request with you within seven (7) days of our initial call to you. During this visit, the Ojibway representative will first determine whether the request is covered by our warranty. If it is a covered defect, then the Fairfax representative will determine with you what form of repair or replacement will be provided. This decision will be noted on the Warranty Service Request Form.
- 5. Item not Covered by Warranty.** If an issue is not covered by warranty, we will inform you of this decision in writing within fourteen (14) calendar days of the site inspection. See attached sample warranty rejection letter.
- 6. Issuance of Work Orders & Reporting.** The Ojibway Warranty representative will then issue written work orders to the appropriate Ojibway staff or subcontractors. The Warranty representative will call you and the appropriate parties to schedule a specific time when you will be home for the work to be completed. This may involve several telephone calls, particularly if we are coordinating the efforts of a third party subcontractor.
- 7. Completion of the Warranty Work.** Ojibway will complete the warranty work within thirty (30) days after the review visit. This period may be extended if certain materials are not immediately available. A good example is window screens.
- 8. Weekly Status Report.** If there is open warranty service work to be completed for more than seven (7) calendar days after the site inspection, then a Ojibway staff member will contact you weekly by the phone to inform you of status and progress in completing the agreed upon warranty request.

Date: _____

Client: _____

Lot#: _____

Community: _____

Re: WARRANTY REQUEST

Dear _____:

We are sorry to inform you that your warranty service request for _____ is not covered under the provisions of our warranty agreement.

Ojibway will not provide warranty coverage of your request because:

If you have any further questions, you may contact us me at _____.

Sincerely,

OJIBWAY HOMES, LLC

- 9. Customer Warranty Work Inspection.** After the work is complete, the Warranty representative will revisit your home and review with you that the work has been completed to your satisfaction. This visit may actually take place on the same day that the work is complete. You will initial the right hand side of the Warranty Service Request Form on each line that the work has been satisfactorily completed. Fairfax reserves the right to inspect completed work even when the list is not completed. Work on additional lists will not be completed when completed work has been approved.
- 10. Key Policy.** Whether you want to be present while we do the work on your home is your personal decision. If you elect to give us keys for the day to complete the work in your absence, our policy is as follows:
- o Generally, only Ojibway direct employees are allowed in your home in your absence.
 - o If a third party subcontractor must work in the home in your absence, one of our direct employees will accompany the subcontractor at all times while they are in your home.
 - o Ojibway direct employees will be responsible for locking up your house upon completion of the work.
- 11. Warranty Service Hours.** Ojibway work hours to complete site inspections or perform warranty service work are Monday through Friday 8:00 A.M. to 5:00 P.M., excluding holidays.
- 12. 11 Month Inspection.** Your final warranty request should be submitted eleven months after you purchased your home. We will mail a reminder to submit a list of any outstanding items. Once we receive this list, the site construction manager will arrange a site inspection to determine which items are valid warranty items and then will schedule that work to be completed.
- 13. Extension of 1 Year Warranty.** In the event that a valid warranty item on your eleven month warranty request has not been completed within the 1 year warranty period, the warranty for that specific item will be extended until that item is completed. In the event that we have received your eleven month warranty request and an Ojibway representative has not held your 11 month inspection prior to the end of your 1 year warranty period, the 1 year warranty period is automatically extended until the date the 11 month inspection is held. However, if you do not provide the Ojibway representative an opportunity to inspect your home prior to the warranty expiration date, then your warranty request will become void and the warranty will not be extended.
- 14. Drywall Repairs.** A home will often experience nail pops and certain other minor drywall cracks, due to wood shrinkage in the house. Any drywall repairs will be scheduled and completed as part of the 11 month site inspection and follow up work to that inspection. Ojibway will not paint over drywall repairs; this is the homeowner's responsibility.
- 15. Contact with Subcontractors.** Please do not call subcontractors directly. Ojibway will handle this chore and by our staying involved, we can track the responsiveness of the subcontractor in handling your warranty needs.
- 16. HVAC Repairs.** If you have a no heat, malfunctioning air conditioner, or other HVAC problem, please contact the HVAC contractor directly. This subcontractor's name, address and telephone number will be included in your final warranty packet and they have a 24 hour emergency service.

One-year Limited Warranty Agreement

_____, hereafter called the "Company", extends the following one-year limited warranty to _____, hereafter referred to as "Owner", who has contracted with the Company for purchase of the home located at _____ County, state of _____, for the purchase price of \$_____ (_____).

The commencement date of the warranty is _____, 19____, and shall extend for a period of ONE YEAR.

1. COVERAGE ON HOME EXCEPT CONSUMER PRODUCTS: The Company expressly warrants to the original Owner and to subsequent Owner of the home that the home will be free from defects in materials and workmanship due to noncompliance with the standards set forth in the One-year Limited Warranty Performance Standards of Material and Workmanship in effect on the date of this warranty, entitled Exhibit A, and which are part of this warranty.

2. COVERAGE ON CONSUMER PRODUCTS: For purposes of this Limited Warranty Agreement, the term "consumer products" means all appliances, equipment and other items which are consumer products for the purposes of the Magnuson-Moss Warranty Act (15 USC, sections 2301-2312) and which are located in the home on the commencement date of the warranty. The Company expressly warrants that all consumer products will, for a period of one-year after the commencement date of this warranty, be free from defects due to noncompliance with generally accepted standards in the state in which the home is located, which assure quality of materials and workmanship. ANY IMPLIED WARRANTIES FOR ANY SUCH CONSUMER PRODUCTS SHALL TERMINATE ON THE SAME DATE AS THE EXPRESS WARRANTY STATED ABOVE. Some states do not allow limitations on how long an implied warranty last, so this limitation may not apply to you. The Company hereby assigns to owner all rights under manufactures' warranties are excluded from coverage of this limited warranty, and Owner should follow the procedures in the manufacturer's warranties are excluded from coverage of this limited warranty, and these items. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

3. COMPANY'S OBLIGATIONS; If a covered defect occurs during the one-year warranty period, the Company agrees to repair, replace, or pay Owner the reasonable cost of repairing or replacing the defective item. The Company'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 Company's. Any steps taken by the Company to correct defects shall not act to extend the term of this warranty. All repairs by the Company shall be at no charge to the Owner and shall be performed within a reasonable length of time.

One-year Limited Warranty Agreement Continued
Page 2

4. 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 Company must be responsible for the correction of that defect. Written notice of any defect must be received by the Company prior to the expiration of the warranty on that defect and no action at law or in equity may be brought by Owner against the Company for failure to remedy or repair any defect about which the Company has not received timely notice in writing. Owner must provide access to the Company during normal business hours to inspect reported and, if necessary, to take corrective action.

5. INSURANCE: In the event the Company repairs or replaces or pays the cost of repairing or replacing any defect by this warranty for which the Owner is covered by insurance or a warranty provided by another party, Owner must, upon request of the Company, assign the proceeds of such insurance or other warranty to the Company to the extent of the cost to the Company of such repair or replacement.

6. CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCLUDED: CONSEQUENTIAL OR INCIDENTAL DAMAGES ARE NOT COVERED BY THIS WARRANTY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

7. OTHER EXCLUSIONS: THE FOLLOWING ADDITIONAL ITEMS ARE NOT COVERED BY THIS WARRANTY:

- A. Defects in any item which was not part of the original home as constructed by the Company.
- B. Any defect caused by or worsened by negligence, improper maintenance, lack of maintenance, improper action or inaction, willful or malicious acts by any party other than the Company, its employees, agents, or subcontractors.
- C. Normal wear and tear of the home or consumer products in the home.
- D. Loss or damage caused by acts of God, including but not limited to fire, explosion, smoke, water escape, changes which are not reasonably foreseeable in the level of underground water table, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, and earthquake.

One-year Limited Warranty Agreement Continued
Page 3

- E. 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 Company, its employees, agents, or subcontractors.
- F. Any defect which does not cause actual loss or damage.
- G. Any loss or damage which arises while the home is being used primarily for nonresidential purposes.
- H. Any damage to the extent it is caused or made worse by the failure of anyone other than the Company or its employees, agents, or subcontractors to comply with the requirements of this warranty to the requirements of warranties of manufacturers of appliances, equipment, or fixtures.
- I. Any defect or damage which is covered by a manufacturer's warranty that has been assigned to owner under paragraph 2 of this Warranty.
- J. Failure of Owner to take timely action to minimize loss or damage and/or failure of Owner to give the Company timely notice of the defect.
- K. Bodily injury, damage to real property which is not part of the home which was included in the purchase price stated above.
- L. Insect or animal damage.

8. ARBITRATION OF DISPUTE: The Owner shall promptly contact the Company's warranty department regarding any dispute involving this Agreement. If discussions between the parties do not resolve such dispute, then either party may, upon written notice to the other party, submit such dispute to arbitrator. The arbitrators shall proceed under the construction industry rules of the American Arbitration Association. The award of the majority of the arbitrators shall be final, conclusive, and binding upon the parties hereto. The expenses of the arbitrators shall be shared equally, but each party shall bear its own fees and costs.

One-year Limited Warranty Agreement Continued

Page 4

9. EXCLUSIVE WARRANTY: The Company and Owner agree that this limited warranty on the home is in lieu of all warranties of habitability or workmanlike construction or any other warranties, express or implied, to which Owner might be entitled, except as to consumer products. No employee, subcontractor, or agent of the Company has the authority to change the terms of this One-year Limited Warranty.

DATED the _____ day of _____, 20__.

(OWNER)

(BUILDER)

(OWNER)

By _____

Warranty laws vary from state to state. As they would with any legal document, builders and remodelers should consult with a local attorney who is well versed in construction warranties for specific details and conditions that may apply in a particular state and that influence the content and language of a warranty used in that

One-Year Limited Warranty Agreement

EXHIBIT A: WARRANTY STANDARDS