

One Year Limited Warranty

1. **Limited Warranty Coverage:** FoundationWorks, Inc. warrants that the foundation system and its component parts (the "Foundation") shall be free from defects in material and manufacture for a period of one calendar year commencing on the date of first installation of the Foundation (the "Warranty Period"). Defects in the Foundation discovered after removal and re-installation of the Foundation subsequent to its initial installation are not covered by this Limited Warranty. When used for its intended purpose and properly installed according to FoundationWorks' design and installation instructions, this Limited Warranty shall cover (i) the support steel contained within the support column; (ii) the pre-poured concrete footing, not including load abuses; and (iii) the bolts and clip fasteners. If during the Limited Warranty period, the Foundation proves to be defective, FoundationWorks, in its sole and exclusive discretion, shall cause the Foundation to be repaired or replaced. REPAIR AND REPLACEMENT OF A DEFECTIVE FOUNDATION SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE OWNER OF THE FOUNDATION. FoundationWorks is not responsible for any undertaking, representation or warranty made by anyone other than FoundationWorks. FoundationWorks will not refund or pay any costs associated with labor or the costs of re-installation of a new Foundation by any third-party.
2. **Conditions of Limited Warranty:** FoundationWorks' liability to a person alleging a defect in a Foundation (the "Claimant") for repair or replacement of the Foundation shall be subject to the following terms and conditions:
 - a. The Foundation must be installed strictly in accordance with FoundationWorks' printed installation instructions provided with the Foundation and in accordance with all applicable federal, state and local building codes and standards.
 - b. The Claimant shall provide written notice to FoundationWorks identifying the alleged defect (along with a photograph of the alleged defect, if possible) on or before the expiration of 60 days from the date of discovery of the alleged defect. Such notice shall be delivered to FoundationWorks at the address listed on this Limited Warranty.
 - c. The Claimant shall provide proof of the date of first installation of the Foundation.
 - d. After FoundationWorks has been given the first opportunity to remedy the alleged defect or to replace the Foundation, and if Claimant is dissatisfied with the services provided by FoundationWorks covered by this Limited Warranty, Claimant shall be barred from any recovery under this Limited Warranty if Claimant fails to commence legal action in a Court of competent jurisdiction within one year of the date upon which Claimant delivered notice to FoundationWorks in accordance with paragraph 2.b. of this Limited Warranty.
 - e. Any attempts to remedy the alleged defect, or to repair or replace the component in which the alleged defect occurs, by anyone other than FoundationWorks or its authorized representative shall void the Limited Warranty in its entirety and FoundationWorks shall not be liable for any costs incurred by the Claimant in attempting to remedy the alleged defect.
3. **Exclusions from Limited Warranty:** This Limited Warranty does not cover the following:
 - a. Minor cracking and cosmetic blemishes consistent with poured concrete.
 - b. Problems, defects or damages resulting from a failure to strictly comply with applicable home or structure installation instructions or FoundationWorks' design and installation instructions of the Foundation.
 - c. Any defects contained in, or caused by, accessories installed by the Claimant, or the Claimant's predecessors, including, but not limited to, skirting, garages, carports, and water and/or drain systems from the home.
 - d. Defects or damages to the Foundation resulting from (i) improper storage or transportation; (ii) improper installation with homes or structures for which the Foundation was not designed to be used; (iii) improper sealing; (iv) improper installation of plumbing and electrical systems, (v) alteration or modification of the Foundation in a manner that varies from its original design; (vi) any cosmetic damage, imperfections or blemishes to the Foundation that do not adversely affect the use or structural integrity of the Foundation; (vii) improper site preparation and soil compaction; and (viii) neglect, misuse or a failure to properly use the Foundation in a manner consistent with its intended purpose.
 - e. Expenses incurred by Claimant to repair or replace the Foundation which are not approved by FoundationWorks in advance.
4. **Disclaimer:** FOUNDATIONWORKS EXPRESSLY LIMITS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE WARRANTY PERIOD COVERED BY THIS LIMITED WARRANTY. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

NO OTHER WARRANTY WILL BE MADE BY OR ON BEHALF OF FOUNDATIONWORKS OR BY OPERATION OF LAW OR BY TRADE USAGE OR COURSE OF DEALING WITH RESPECT TO THE FOUNDATION, OR ITS INSTALLATION, STORAGE, DELIVERY, MAINTENANCE, USE, REPLACEMENT OR REPAIR. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state.
5. **Exclusion of Incidental and Consequential Damages:** IN NO EVENT SHALL FOUNDATIONWORKS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM THE INSTALLATION OR USE OF THE FOUNDATION IN ANY MANNER. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.
6. **Modification or Discontinuation of Products:** FoundationWorks reserves the right to modify or discontinue any of its products without notice and shall not be liable as a result of such modification or discontinuation.