

## LIMITED WARRANTY CERTIFICATE

This Limited Warranty Certificate (this “Warranty”) is granted by **Daniel Hussey and Janice Hussey** (“Seller”) to \_\_\_\_\_ (“Buyer”) with respect to certain improvements made to the premises located at **28 River Locks Road, Kennebunk, Maine** (the “Property”).

Seller purchased the Property on or about April 15, 2016 at which time the Property contained an existing home and detached garage. ***This Warranty only covers improvements made by Seller as specified and limited herein.*** The construction of improvements on the Property has been in accordance with the local building code of the Town of Kennebunk, Maine.

### 1. COVERAGE AND DURATION

a. Seller hereby provides a 1 year warranty (from the date of Buyer’s closing on the Property) on the construction of improvements on the Property made by the Seller, except as otherwise extended herein.

b. Seller will correct any structural defect, which shall be those defects in improvements constructed on the Property by Seller which reduce the stability or safety of such improvements below accepted standards or which restrict the normal intended use of all or part of the improvements on the Property and which require repair, renovation, restoration or replacement, brought to Seller’s attention in writing within the time frame set forth herein.

c. Seller will correct any structural defect in the plumbing system within the improvements on the Property, except operating fittings (e.g., faucets, drains, shower heads, toilets, and like fixtures), which causes the system not to be in proper working order and which is caused by defective workmanship and materials, brought to Seller’s attention in writing within 1 year from the date of closing.

d. Seller warrants that the basement and foundation under the garage and breezeway shall be watertight and free from all leaks of any kind for a period of 1 year from the date hereof. If, during the 1 year warranty period, Buyer shall notify the Seller of any water leaks associated with the basement and foundation floor under the garage or breezeway, Seller shall promptly cause such defect to be corrected, at Seller’s sole cost and expense. Buyer acknowledges this warranty covers only the basement and foundation under the garage and breezeway that was constructed by Seller. ***Buyer acknowledges that this Warranty does not cover the basement and foundation under that portion of the main house which existed when Seller purchased the Property in 2016.***

## **2. SELLER'S RESPONSIBILITY**

In the event of any material defect in any item or component thereof covered by this Warranty, Seller shall repair or replace the affected item or component. Replacement items or components will be substantially comparable to those replaced (although identical colors and other features may not necessarily be available). Seller will correct the defect in such manner as to restore the item or component to the condition which would have existed had the defect not been present.

## **3. EXCLUSIONS**

**a.** This Warranty does not include cracks, popping nails or screws or other effects of normal settlement, or expansion, contraction, shrinkage or warping of materials that occur in walls, floors, ceilings, doors or any of the components of the improvements located upon the Property, as long as such defect will not unreasonably impair the intended use of all or part of the improvements located on the Property.

**b.** This Warranty does not include defects or smudges in painted surfaces, irregularity in paint textures or sheens, chipping and/or cracking of countertops, fiberglass, defective or broken glass, or similar defects readily visible to the human eye, which are not noted for correction by Buyer pursuant to Buyer's due diligence investigations or otherwise before Buyer purchases the Property.

**c.** This Warranty does not cover normal maintenance items or defects arising from normal wear and tear. Buyer acknowledges that improvements have been made to the Property over the past 10 years during which time Seller has been occupying and using the Property as Seller's residence.

**d.** This Warranty does not apply where use or maintenance was contrary to the intended, permitted or proper use of the item or where any defect results from damage by or under the Buyer or by negligence or unreasonable use (including failure to provide reasonable and necessary maintenance).

**e.** This Warranty does not cover any defects in improvements or items that have not been constructed or installed by Seller.

**f.** SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL (SECONDARY) DAMAGE TO ANY PERSON, THE PROPERTY, OTHER COMPONENTS OR ANY OTHER REAL

OR PERSONAL PROPERTY, RESULTING FROM A DEFECT.

**g.** Manufacturer's Warranties: Certain items may be covered by manufacturers' warranties. Seller hereby assigns all manufacturers' warranties to Buyer, to the extent that such warranties are assignable. Any rights of Seller under those warranties are provided by the manufacturers. SELLER DOES NOT ASSUME ANY OF THE OBLIGATIONS UNDER THOSE WARRANTIES AND DOES NOT PROVIDE ANY WARRANTY COVERAGE COVERED BY MANUFACTURER'S WARRANTIES.

**h.** This Warranty does not cover any damage, to the extent it is caused or made worse by: the failure of Buyer or by anyone other than Seller, Seller's employees, agents, or subcontractors, to comply with the warranty requirements of manufacturers of appliances, fixtures, and items of equipment; the failure by Buyer to give notice to Seller of any defects within a reasonable time; changes to the grading of the ground by anyone other than Seller, Seller's employees, agents, or subcontractors; changes, alterations or additions made to the Property by anyone after the closing; or dampness or condensation due to the failure of Buyer to maintain adequate ventilation.

#### **4. LIMITATION OF IMPLIED WARRANTIES**

ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD OF THIS WRITTEN WARRANTY. This includes, without limitation, the implied warranties of merchantability and fitness created by Sections 2-314 and 2-315 of the Maine Uniform Commercial Code and the implied warranties set forth in Section 1487 of the Maine Home Construction Contracts Act.

#### **5. WARRANTY PROCEDURES AND STATUTE OF LIMITATIONS**

**a.** Upon discovering a defect that be covered by this Warranty, Buyer shall notify Seller in writing at Seller's last known address, with a copy to Matthew J. Williams, Esq., Hodsdon Williams & Caron, 56 Portland Street, Kennebunk, ME 04043.

**b.** Upon receipt of said written notice Seller or Seller's representative will meet with the Buyer, inspect the Property and list all warranted defects on an agreement to be signed by both Buyer and Seller.

**c.** If the Buyer and Seller fail to agree upon the defects to be noted in the agreement or the workmanlike correction of such defects, the parties agree to submit the dispute for mediation before a mediator in the County of York and State of Maine before initiating litigation. The charge for the mediator shall be

shared equally by the parties.

d. The period for bringing of a judicial proceeding for breach of any express or implied warranty of for any other claim relating to the physical condition of the Property must be brought within 18 months from date of closing. The period for bringing a judicial proceeding is 6 months longer than the 1 year warranty period to allow for the parties to resolve and mediate matters brought to Seller's attention during the 1 year warranty period, but is not intended in any way to extend the duration of the 1 year warranty period.

## 6. INTERPRETATION

Except as set forth above, nothing contained herein shall be deemed to enlarge the reduced one year period of limitations described herein and Buyer waives any rights under the warranty set forth in 10 M.R.S.A § 1487. No action taken to correct defects shall extend this Warranty. The written warranties set forth herein and the implied warranties limited herein are in lieu of all other warranties that may otherwise be implied. Buyer acknowledges Buyer is purchasing the Property with improvements that have been constructed by Seller over a period of time while Seller has been occupying the Property as Seller's residence since Seller purchased the Property in 2016. This Warranty is not transferable or assignable and shall be governed by the laws of Maine.

**Seller:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Daniel Hussey

Date: \_\_\_\_\_

\_\_\_\_\_  
Janice Hussey

**THE UNDERSIGNED ACCEPT THIS LIMITED WARRANTY CERTIFICATE  
AND AGREE TO BE BOUND BY THE TERMS AND PROVISIONS HEREIN:**

**Buyer:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

Date:\_\_\_\_\_

\_\_\_\_\_

Print Name:

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