



McCloskey Builders

Serving the greater Moore County and Sandhills area

McCloskeyBuilders@gmail.com NC License #65051

NEW CONSTRUCTION WARRANTY COVERAGE

BUYER(S): _____

PROPERTY: _____

Congratulations on your purchase of a new home constructed by McCloskey Builders. McCloskey Builders provides a One Year LIMITED WARRANTY for your new home.

Coverage under this LIMITED WARRANTY is expressly limited to any CONSTRUCTION DEFECTS in workmanship and /or materials that occurs during the One Year Warranty period which begins when title transfers to you, the new owner. Coverage extends during the term of this One Year Warranty subject to the terms and conditions listed herein. McCloskey Builders warrants the home against defects in materials and workmanship in these items:

- The Central Heating, Cooling, and Ventilation Systems and its Components.
- The Plumbing System and its Components.
- The Electrical System and its Components.
- Structural Components.
- Finish Components such as cabinets, countertops, light fixtures, garage door openers, smoke detectors, gas logs and others.
- Windows, Doors, and Hardware.
- The Roof and its Components.

Warranty for any Structural Defects are a period of 7 years.

In addition, other Manufacturers Warranties for items purchased by Builder will transfer to you & are further backed by McCloskey Builders during the One Year Warranty period so long as you, the Buyer, register these items with the manufacturer within 30 days title after transfers to you, now the owner.

Registration can most easily be done online at the manufacturer's website with the model & serial number found on the appliance. Examples of items which include Manufacturers Warranties for registration are:

- Any appliances included with your new home- range, refrigerator, microwave, disposal, dishwasher, etc.

- Plumbing – Water heater, water pump, sump pumps, or whirlpool
- Heat pump, exhaust fans, or thermostat. Heat pumps come with a prorated 5 year warranty which converts to a prorated 10 year warranty with manufacturer registration.

NOT COVERED by this Builders warranty is any Damage due to the abuse or neglect of the Buyer, or the Buyer's failure to provide for proper maintenance. Some examples of items which are NOT COVERED in One Year LIMITED WARRANTY are:

- Buyer's Failure to prevent excessive moisture accumulation by taking reasonable steps to avoid excessive dampness, humidity or condensation, failure to properly use ventilation equipment, or failure to prevent excessive temperature fluctuation within the home
- Failure of plumbing components -including outside hose bibs –that are caused by Buyer's neglect to maintain proper temperatures or otherwise protect home from freezing
- All landscaping (including sod, seeding, shrubs, trees, plantings) which have not been watered or otherwise properly maintained. Landscape maintenance is the responsibility of the new homeowner.
- Altering the drainage pattern or grade of the land within ten feet of the foundation so that it negatively affects the drainage of water away from the home.
- Touch up painting: no touch up painting is provided after settlement unless the items are part of the walk through punch list or any later warranty corrections.

REMEDY Builder will, within a reasonable time, examine any item identified as a defect to determine if it is covered by this Limited Warranty. A defect covered by this Warranty will be repaired, replaced, or replaced with item of like kind, at Builder's expense. When any surface finish material must be replaced and the original material has been discontinued, McCloskey Builders will install replacement material substantially similar in appearance and equal or better quality to the original material at Builder's expense.. Repairs or replacement shall not extend the Warranty term.

Home Owner **must** provide the Builder and his service providers or contractors reasonable access to property during normal weekday business hours to perform its obligations under this Warranty. Failure to provide such access may relieve Builder of its obligations. Buyer shall ensure that all furniture, personal property, pets, and other obstacles within or around the immediate portion of the home to be repaired will be removed as much as practical so that Builder has reasonable access and sufficient working space necessary to repair and/or replace the covered defect without damaging any of Buyers possessions.

TO REQUEST SERVICE The New Home Owner with a Limited Warranty concern must contact McCloskey Builders by phone or email and submit a clear and specific request to the Builder at email address shown on this Limited Warranty.

IF IT IS AN EMERGENCY The new Home Owner must immediately contact the appropriate subcontractor for service at their emergency number provided, -in addition to contacting McCloskey Builders by phone or email. This Subcontractor information will be provided to you before closing.

DISPUTES AND RESOLUTION – Any dispute arising between the parties relating in any manner to this limited warranty shall be resolved through final and binding arbitration, including, but not limited to disputes

