

OLD CHESTER RD., DERRY

SPECIFICATIONS, GENERAL CONDITIONS AND EXPRESSED WARRANTY ADDENDUM C

This Agreement is part of the Purchase and Sales Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between **Jean Gagnon**, further referred to as the **SELLER** or Contractor, and the **BUYERS** \_\_\_\_\_.

**SECTION 1 - GENERAL CONDITIONS**

**Article 1 - Contract Documents:** The contract includes the Purchase and Sales Agreement thereto, this agreement, and the selection forms, and addendum's, signed by both parties. The intent of these documents is to include all labor, materials, and services of every kind necessary for the proper execution of the contract and the terms and conditions of payment thereof.

**Article 2 - Materials and Labor:** Except as otherwise noted, the **SELLER** shall provide and pay for all materials, labor, tools, equipment and all other items necessary to complete the work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be inspected by local Building Inspector.

**Article 3 - Selections:** Attached are normal selections, if the selection made by the **BUYER S** are not readily available, it will be the **BUYERS** responsibility, upon notification by the **SELLER**, to immediately make new selections so as not to delay the completion of the contract. All selections must be completed within ten (10) working days from the signing of the contract.

The **SELLER** will not be responsible for any verbal agreements or changes between **BUYER(S)**, the salespeople, or the contractors employees. All changes must be approved by both the **BUYER(S)** and the **SELLER**.

**Article 4 - Storage and Occupancy:** The **BUYER** is not allowed to store any article or in any way occupy the premises until after transfer of title.

**SECTION 2 - SPECIFICATIONS:**

**Article 1 - Materials and Labor:** All labor, materials, and equipment will meet or exceed the specifications of the Town of Derry Building Department. All materials, unless specified will be new. All work shall be performed as the plans unless otherwise stated in the agreement and signed by both parties.

**SECTION 3 - HOME WARRANTY PROGRAM:**

The **SELLER**, in its continued effort to provide service and good relations between itself and the **BUYERS** is providing each of the **BUYERS** with this home warranty program. The intent of the program is to correct defects in materials and workmanship. This program is not intended to be misconstrued with a maintenance program, that is the responsibility of the **BUYERS** in the everyday upkeep of the home.

1. Structural - The house is warranted to maintain structural integrity for a period of one year. Minor cracks in the concrete floors and foundation are not warranted.

2. Electrical - All electrical wiring, switches, and related components are warranted for a period of one year with the exception of circuit breakers and light fixtures which are warranted for six months. There is no warranty on light bulbs.

3. Plumbing - There will be a one year plumbing warranty for all labor and materials with the exception of the fixtures which are warranted for six months by the Supplier. Plumbing fixtures with defects shall be repaired on site at the property and not replaced. There is no warranty on the faucet washers.

4. Appliances - Appliances are warranted by the manufacturer. Such warranties are generally found attached along side of the appliance. **BUYERS** should contact the local factory warranty repair services for any problem that should arise during the applicable warranty period.

5. Landscaping - The **SELLER** shall provide the **BUYER** with a lawn base. This consists of a loam cover and enough seed to generate the start of a lawn. Once the base has been provided, the **SELLER** relinquishes from all responsibility or liability. Acts of nature, such as drought, washouts, weeds, and insects are not covered by this program. Loam used is taken from on site whenever possible. The **BUYER** should understand that in order to maintain as low a selling price as possible, the contract provides minimum landscaping. In order to achieve a good lawn, the **BUYER** is faced with at least two years worth of reseeded, weed control, watering, removal of rocks and stone and constant mowing. It should also be noted that especially in areas where the ground has been substantially altered, settlement may occur which may cause flooding or water pockets. This is specifically true near the foundation of the house. Because settlement is not due to improper construction, the **SELLER** will not make these repairs. It should be noted that where steep slopes exist, washouts may occur. The **BUYER** must make a conscientious attempt to assist the grass to grow as rapidly as possible. The grass will hold the soil once it has matured. It is the **SELLER'S** policy, in case of major washouts, to assist the **BUYER** in repairs at his option. The assistance may be in the form of supplying additional loam that the **BUYER** may use to fill in these washouts.

If **BUYER** hires an outside contractor after closing to do additional landscaping, the Seller relinquishes all responsibility and liability for re-directing drainage, re-grading, unblocking drainage pipes or crushed pipes.

6. Foundation - We warrant that your concrete foundation and basement floor will be free from seepage and leaking of ground water for a period of one year from the commencement date. However, it is impossible to assure you that condensation will not occur as this is the nature of new concrete and therefore, we expressly do not guarantee against dampness by reason of condensation. Moreover, it is the homeowners responsibility to correct any minor settlement near the foundation which may cause water pockets. Not covered by this warranty is seepage due to unusual flooding or rains greater than two inches in twenty four hours. It is not possible to prevent concrete from minor cracking because of the nature of the materials, but all major cracks which emit water are to be covered for a period of one year from the commencement date. Major cracks are defined as having a width of greater than 1/4 inch.

7. Roof - we warrant against leaking roofs by reason of defects in materials or workmanship, but we expressly do not guarantee against leaks caused by reason of ice backup. It is the responsibility of the **BUYER** to prevent accumulation of ice off the roof.

8. Interior finish- We warrant that the doors and windows in the premises are warranted against defect in material and workmanship, however, it must be understood that wood swells and shrinks in accordance with moisture in a new home. Due to the nature of wood, drywall and plaster, you may experience some sticking and binding. Similarly, and for the same reasons, hairline cracks and screw pops may develop in the wallboard, at corners, and around doors and windows in all surfaces which we do not warranty. Shrinkage and expansion gaps may develop in hardwood flooring due to the nature of wood and the drying process, therefore, we cannot warranty against this. Floor creaks and squeaks may develop due to the nature of wood which shrinks and swells in accordance with the moisture in a new home. The flooring shall not be removed or lifted to remedy this.

9. Driveways - Driveways, if paved are guaranteed against undue settlement and major cracks for a period of one year. Minor cracks are not guaranteed. If the home is built in winter than the driveway will be completed as quickly as weather permits but the contractor will in no way be held liable for muddy flooring.

10. Heating System - Heating systems are warranted for a period of one year by the **SELLER**. Heating systems may be warranted by the manufacturer for a longer period. The **SELLER** will make available manufacturer's warranty information and the installer's home number if requested by **BUYER**. It should be noted that if you turn your thermostat down while you go away in the winter, or allow the house to continuously go through severe temperature changes, heat the home by woodstove or fireplace, it may result in the opening up of hardwood floors, warpage or interior doors, twists or beams, nails popping, and minor cracks in the drywall, as well as hairline cracks in the fiberglass tub. It is recommended that you maintain a uniform temperature with proper humidity throughout the winter months. Turning the thermostat below 60 degrees may result in pipes freezing in the basement because the basement ceilings are insulated to conserve energy.

11. Painting - Painting will not be repaired unless it is specifically noted on the walk through list. When describing defective painting please be specific.

12. The Following conditions are not warranted by the seller:

- a. Chips or breaks on all countertops, vanities and cabinets not included on the walk through list.
- b. Cuts and breaks on all inlaid or vinyl floors not included on the walk through list.
- c. Broken or missing storm windows and screens not included on the walk through list.
- d. Broken glass, broken or cracked globes on light fixtures not included on the walk through list.
- e. Scratched or chipped plumbing fixtures not included on the walk through list.
- f. All painting, interior and exterior not included on the walk through list
- g. Damage caused by ants or insects of any type after transfer.
- h. Mildew
- i. Municipal or public utility services.

