



LIMITED WARRANTY AGREEMENT

This 1 year limited warranty agreement (“Warranty”) is extended by TURNING POINT MINISTRIES (“Contractor”), whose address is P.O. Box 2437, EDMOND, OKLAHOMA, 73083-2437 to _____ AND _____ (“Buyer”), who is the original purchaser of the property at the following address, _____ Edmond, OK 73013. Contractor will resolve cosmetic defects noted by Buyer during the walk-through prior to closing. This will be Buyer's only opportunity to obtain service on such items. When possible, these items will be corrected immediately. However, the services of a sub-contractor may be required and/or parts/materials may need to be ordered. Repair of subsequent cosmetic damages (chips, dents, scratches, etc.) is considered the Buyer's responsibility.

1. LIMITED WARRANTY COVERAGE

Coverage under this Warranty is expressly limited to Construction Defects which occur during the Warranty Period indicated herein and which are reported by Buyer within thirty (30) days of the expiration of the Warranty Period. Contractor’s obligations under this Warranty apply to workmanship actually performed and materials actually installed in the home or the premises.

During the Warranty Period indicated on the herein, Contractor warrants that the home and the premises will be free of Construction Defects. Contractor’s obligation to perform under this Warranty requires that Contractor must receive written notice from Buyer of the alleged Construction Defect as soon as reasonably possible after Buyer becomes aware of a Construction Defect but not later than thirty (30) days after the expiration of the coverage. Telephonic or face-to-face discussion is not a substitute for required written notice delivered via US Mail or Email and will not protect Buyer’s rights under this Warranty.

Upon Contractor's timely receipt of written notice from Buyer alleging a Construction Defect during the Warranty Period, Contractor, or parties acting on Contractor’s behalf, will, where Contractor deems it necessary, inspect, investigate and/or test (including destructive testing) the condition alleged to be a Construction Defect. If Contractor determines that a Construction Defect exists, Contractor, or parties acting on Contractor’s behalf, will (1) repair or replace the Construction Defect, (2) pay to Buyer the actual amount it would cost Contractor to repair or replace the Construction Defect.

Repair work will be done during Contractor's normal working hours. Buyer agrees to provide the Contractor or Contractor's representative access to the house and the presence, during the work, of a responsible adult with the authority to approve repairs and sign a call-back ticket upon completion of the repair. In the event you allow access to your home when you are not present, you accept full responsibility for your actions and hold Contractor harmless for any problems that might arise.

If a delay will cause extra damage (e.g., a pipe has burst), Buyer should telephone the Contractor. Only

emergency reports will be taken by phone. Failure to notify the Contractor promptly of defects covered under this limited warranty or any implied warranties relieves the Contractor of all liability for replacement, repair, and all other damages.

2. EQUIPMENT WARRANTY

The only warranties of items listed below are those that the manufacturer provides to the buyer. Note: This list is not exclusive.

Roofing Material, Kitchen appliances, Light fixtures, Brick, Wallpaper, Floor covering, Siding Material, Microwave, Windows, Sink, Plumbing fixtures, Doors, Heating equipment/Water Heater, Heat & Air Equipment, Security Systems

4. EXCLUSIONS

This Warranty does not cover:

- (a) Damage resulting from fires, floods, storms, electrical malfunctions, accidents, or acts of God;
- (b) Damage from alterations, misuse or abuse of the covered items by any person;
- (c) Damage resulting from the Buyer's failure to observe any operating instructions furnished by the Contractor;
- (d) Damage resulting from a malfunction of equipment or lines of the telephone, gas, power, or water companies;
- (e) Contractor makes no representation or warranty concerning any geological or environmental matters and specifically excludes geological and environmental matters from any warranties given under this contract.
- (f) Any item furnished or installed by the Buyer or the Buyer's representative.
- (g) Damage resulting from ordinary wear and tear, abusive use, or lack of proper maintenance of the home;
- (h) Defects that result from characteristics common to the materials used, such as (but not limited to) those occurred in the drying and curing of sheetrock, concrete, stucco, plaster, bricks, and masonry; drying, shrinking, and cracking of caulking and weather stripping;
- (i) Loss or injury attributable to the elements;
- (j) Conditions resulting from condensation on, or expansion or contraction of, materials. Structural caulking will be done by the Contractor. All subsequent caulking will be the responsibility of the buyer.
- (k) Any items of tangible personal property in the home (whether or not such property is attached to or installed in the home).
- (l) Decorator & dark paint colors cannot be touched up and therefore will not be warranted.
- (m) Dark colored countertops will not be warranted for scratches.
- (n) Roof leaks due to construction defects will be corrected. However, roof leaks that originate after closing that are caused by persons or elements that are beyond the Contractor's control will not be warranted.
- (o) Ground sprinkler systems will be operational at closing and covered by the Contractor's warranty for a 30 day period only. After that they are the Buyer's responsibility due to conditions beyond Contractor's control, such as normal ground movement, mower

