

DESCRIPTION OF COVERAGE

Covered equipment is subject to the following: The equipment must be included in the sale of the property or part of the sale. All included appliances are listed in the home inspection report, the actual equipment not any added accessory units. Equipment not tested at the time of the home inspection are not covered. Examples of equipment not tested during the home inspection include: rotisserie ovens, self or continuous cleaning operations, cooking functions, clocks, timing devices, lights and thermostat accuracy. See your personalized home inspection report for complete details on what is not tested.

Central Heating

Covered: Warm air heating systems; Hot water systems; accessible ductwork.

Not Covered: Concrete encased or inaccessible ductwork; concrete encased steam or radiant heating coils or lines; free standing or portable heating units, filters, humidifiers, thermostats, electric baseboard or radiant systems, electronic air filters, registers, solar heating, any condition caused by rust or corrosion, specifically heat exchangers or pre-existing condition. Heat exchangers over the manufacture 15 year guarantee are not covered. Any malfunction caused by lack of maintenance is not covered. Any additional repair costs as a result of a unit replacement, such as new venting requirements, lack of chimney liners or damaged exhaust piping is not covered. If filters are not replaced the warranty is void.

Appliances

Covered: Only built-in appliances; oven; range; refrigerator; dishwasher; trash compactor, microwave oven; central vacuum system; range exhaust fans; clothes washer and clothes dryer and hot water heaters.

Not Covered: Timers and clocks, assemblies, rotisserie and meat probes, racks; lock and key assemblies; dents, hoses, belts and scratches and cosmetic repairs; refinishing or replacement of counter tops, cabinet parts, cabinet shelves, racks, exterior trim, ice makers, gaskets; any condition caused by rust or corrosion; any condition caused by chemical or sedimentary buildup (clogs) or any pre-existing condition.

Air Conditioning

Covered: Central air conditioning systems which utilize ductwork for the distribution of air; evaporator cooler units; condensers, compressors, thermostat condenser in fan motor, air handler, blower fan motor, interior freon gas lines and accessible ductwork.

Not Covered: Window air conditioners, portable air conditioning units; thermostats, compressor units over 15 years old; humidifiers, electronic filtering systems, deionizers; exterior freon gas lines; filters, registers; condenser grill guards, condensate pump; and any condition caused by rust or corrosion; or any pre-existing condition. Re-charging of freon gas lines is not covered. Any malfunction caused by lack of maintenance is not covered. Filters must be replaced or the warranty is void.

Plumbing (Preferred plan only)

Covered: Water, gas and vent lines within the perimeter of the main foundation, drain, waste and vent lines within the perimeter of the main foundation; plumbing fixtures, faucets, shower or tub valves and hot water heaters. There is a \$500 dollar limit to obtain access to the plumbing defect (such as removal of finished walls).

Not Covered: Clogs in drain lines, washers, gaskets, hoses, condition of insufficient or excessive water pressure; all plumbing contained in or under the foundation or slab; all plumbing outside of the perimeter of the foundation; any repairs caused by sedimentary build-up, sewer or water laterals; septic tanks and systems in or outside of the home; sewage ejector pump, jet and sump pumps, well pumps; solar systems; color or purity of the water system; water filters; water purification systems; shower enclosures; shower base pans, toilet tanks, toilet interior components, bowls and lids; caulking or grouting; the repair of any walls (except repair to rough finish) floors or ceilings where it is necessary to break through to effect repairs; lawn sprinkler systems, swimming pools; whirlpools, spas, hot tubs and their respective plumbing and mechanical components; or any pre-existing condition.

Electrical (Preferred plan only)

Covered: General wiring; components, and parts within the perimeter of the foundation, fuse box, circuit breaker panel, receptacles, garage door opener and ceiling fans.

Not Covered: Conditions of inadequate wiring capacity or overload; power failure or shortage; intercom or speaker systems, burglar alarms, door bells, garage door transmitters; lighting fixtures; attic fans, exhaust fans; or any pre-existing condition.

Basic and Preferred Plan Coverage

Coverage will be provided for those items defined as eligible for coverage (above). This warranty does not cover those items listed as not tested or excluded. LHI will be responsible for the cost of approved claims of covered equipment.

LHI reserves the exclusive right to decide whether to repair defective or malfunctioning parts. In no event will LHI be responsible for any repair of covered equipment not reported within (12) months from the effective date of this warranty. All claims must be reported as outlined in the claim procedure. **The term of this Home Warranty shall be for a period of one year. The one year term shall commence on the date of closing of the sale of the property or contract date for which the Home Warranty is being offered and expire one year thereafter.** In no event will LHI have any responsibility under this warranty until and unless its full fee has been paid/or part of the inspection service, and the warranty is signed and sealed by authorized by LHI. **This Home Warranty is intended only for the benefit of the Buyer. Therefore, the buyer shall not assign this Warranty to any other person or entity without the prior written consent of LHI.**

Warranty Limitations

Other than as provided by this warranty, LHI disclaims any liability for bodily injury or property damage caused by any covered equipment. LHI further disclaims and liability for any consequential damages for the failure or malfunctions of covered equipment. LHI disclaims any liability in any manner arising from the adequacy, capacity or the design of any component or its failure to comply with any local, state or national code. Any item damaged as part of renovation, restoration or remodeling will not be covered by this warranty. Any decoration, such as painting, papering, etc., necessitated by any repair is not covered by this warranty. In addition, LHI will not be liable for costs related to normal maintenance or for damages which result from neglect, misuse, alterations or modifications; delays in obtaining replacement parts, termites or other insects, animal damage, shifting or settling of land, frost heaves, subsidence, dry rot, condensation, floods, surface water, waves or tidal waves, nuclear or air contamination, war or any act of aggression or acts of God, or for losses recoverable under home insurance, manufacturer and/or contractor warranties or service contracts, etc. In the event any covered component is no longer available, LHI will **not** replace the system, and shall not be responsible to pay any portion of the \$2,500 maximum liability limit under this warranty. Any concealment or misrepresentation of facts by the buyer or owner regarding the covered equipment will automatically void this warranty.

For the purposes of this Home Warranty, a pre-existing condition shall mean a defect, problem, or deficiency of any covered equipment which is disclosed within the home inspection report prepared by Lewis Home Inspection. A pre-existing condition shall further mean any defect, problem or deficiency of the subject property, but not disclosed within the home inspection report because access to the covered equipment was inaccessible, non-visible, obstructed, difficult to reach, latent or concealed, testing was restricted by weather.

IN NO EVENT SHALL LHI BE LIABLE FOR REPAIRS OF COVERED EQUIPMENT IN EXCESS OF \$2,500 (TWO THOUSAND FIVE HUNDRED DOLLARS) FOR THE TERM OF THIS HOME WARRANTY. IT IS EXPRESSLY UNDERSTOOD BY THE BUYER THAT THE MAXIMUM LIABILITY OF LHI FOR THE ONE YEAR TERM OF THIS HOME WARRANTY SHALL NOT EXCEED \$2,500.00, THE AGGREGATE, REGARDLESS OF THE NUMBER OF CLAIMS SUBMITTED TO LHI BY BUYER.

IN THE EVENT THAT A DISPUTE ARISES BETWEEN THE OWNER AND LHI AS TO LHI'S LIABILITY UNDER THIS WARRANTY, SUCH DISPUTE WILL BE SUBMITTED TO THE AMERICAN ARBITRATION ASSOCIATION FOR BINDING ARBITRATION. IF THE CUSTOMER SUBMITS OR FILES ANY LAWSUIT, CLAIM OR CONTROVERSY WITH ANY COURT OR FORUM OTHER THAN THE AMERICAN ARBITRATION ASSOCIATION, THEN CUSTOMER AGREES TO PAY ALL REASONABLE ATTORNEY'S FEES AND COSTS INCURRED BY THE COMPANY IN THE DEFENSE OF THE LAWSUIT, CLAIM OR CONTROVERSY, NOTWITHSTANDING THE RULES AND PROCEDURES OF THE AAA. THE BUYER MUST BRING ANY CLAIM AGAINST LHI WITHIN ONE YEAR AFTER THE CLAIM AROSE. IF BUYER DOES NOT, BUYER HAS NO RIGHT TO SUE LHI AND LHI HAS NO LIABILITY TO THE BUYER FOR THAT CLAIM, IT IS CRITICAL THAT BUYER BRING ANY CLAIM IN A TIMELY MANNER, TIME IS OF THE ESSENCE.

Signature one page 1 of the warranty constitutes an acceptance by the buyer of all terms and conditions of the warranty, which is in conflict with the statutes of the state in which it is issued, is hereby amended to conform to such statutes.