

Harbor Homes, Inc. One-Year Limited Warranty Program

Harbor Homes' (hereinafter referred to as "the Builder", "we", or "us") One-Year Limited Warranty Program is designed to protect the Homeowner (hereinafter referred to as "the Homeowner" or "you") during the one-year period beginning on the day you close on the purchase of your home from Harbor Homes, Inc. If, for any reason occupancy occurs prior to the closing date, the Limited Warranty will be effective the day you begin to occupy the home.

LIMITED WARRANTY:

The Builder provides a one-year limited warranty ("Limited Warranty"). The Homeowner understands and agrees that this Limited Warranty is provided in lieu of all other warranties, representations, or oral agreements. Any implied warranties for merchantability, workmanship, or fitness for intended use on any such consumer products shall terminate on the same date as the express warranty stated above.

The Builder's obligation under this Limited Warranty shall be limited to repair, replace, or pay the Homeowner the reasonable cost of repairing or replacing the defective item, at our discretion, of items found to be defective as defined by the *National Association of Home Builders Residential Construction Performance Guidelines, Consumer Reference, Sixth Edition*. A digital copy of the guidelines will be provided to the Homeowner, at the Builder's expense, upon request. Cosmetic items are not covered by this Limited Warranty.

The Builder's liability under this Limited Warranty: Shall not exceed the purchase price paid by the original purchaser for the residence. SHALL NOT BE EXTENDED TO CONSEQUENTIAL DAMAGES SUCH AS BODILY INJURY, DAMAGE TO PERSONAL PROPERTY, OR DAMAGE TO REAL PROPERTY THAT IS NOT PART OF THE RESIDENCE CONSTRUCTED BY THE BUILDER.

Actions taken by the Builder to correct a defect(s) shall not extend the terms of this Limited Warranty.

This agreement is to be binding upon the parties, their heirs, executors, administrators, successors, and assigns and is to be covered by and constructed in accordance with the laws of the State of Wisconsin.

In the event of a dispute over any warranty service, the Homeowner and the Builder agree to take such dispute to mediation. If the dispute is not resolved in mediation, the Homeowner and the Builder agree that the dispute shall be settled by arbitration in accordance with the "Wisconsin Arbitration Act." The judgment of the arbitrators shall be final.

TAKEN TOGETHER, THESE PROVISIONS CONSTITUTE THE ENTIRE WARRANTY AND ONLY WARRANTY WE MAKE ON YOUR HOME. OTHER THAN THESE EXPRESSED STATEMENTS, WE MAKE NO ADDITIONAL WARRANTY, REPRESENTATION, OR UNDERSTANDING OF ANY KIND (EXPRESSED OR IMPLIED, ORAL OR WRITTEN), NOR IS ANY PERSON AUTHORIZED TO DO SO ON OUR BEHALF.

This Limited Warranty does not apply to ordinary wear and tear on your home nor to any defect arising from improper or negligent use or maintenance of your home or any component thereof.

This Limited Warranty does not cover any person or entity other than the original purchaser of the home. If you sell your home, your warranty is hereby terminated.

If any insurance company pays you for any defect that the Builder has repaired, replaced, or otherwise compensated you for under the terms of this Limited Warranty, you must remit that amount of money to the Builder as reimbursement for any expenses we have incurred.

HOMEOWNER ORIENTATION:

The Builder shall conduct a homeowner orientation of the Home and Property with the Buyer ("Homeowner Orientation") prior to the Closing. The Homeowner Orientation shall be conducted at a minimum of 7 days prior to Closing on a weekday (Monday-Friday) starting at either 9:00 a.m. or 1:00 p.m. Buyer should anticipate a 2-4 hour Homeowner Orientation and will be required to watch multiple short videos prior to arriving at the Homeowner Orientation.

The Builder will explain the functions of this process at the beginning of the Homeowner Orientation. The Buyer will be required to perform this self-guided Homeowner Orientation using the Builder's electronic MyHome Application, in which the Buyer will make a list of items that require correction and remain to be corrected by the Builder (the "Punch List") as determined in the good faith judgment of the Builder. Prior to Closing, the Buyer and Builder will meet at the Property to sign off on completed Punch List items. The Buyer may request a copy of the Punch List items from the Builder. The Builder is only obligated to correct those items that are not in substantial conformity with the Final Construction Documents and any Change Order and only those items on the Punch List. Slight deviations from the Final Construction Documents that do not materially affect the appearance or usefulness of the Home shall be construed as substantial compliance with this Agreement. The Builder will complete the agreed-upon Punch List items within a reasonable time.

REPORTING PROCEDURES:

Your house has been carefully constructed to deliver a high-quality home. However, all newly constructed homes can experience problems throughout the first year. To address any concerns, warranty requests must be made in one of two ways:

Online requests are submitted through the Online Customer Portal (accessed through the Builder website, HarborHomesWI.com). If you have not received your login link, please contact your New Home Advisor or call 262-232-8520 to request a link to activate your account.

Written requests may be mailed to Harbor Homes, Inc. at N27 W24025 Paul Court, Suite 200, Pewaukee, WI 53072.

Warranty service appointments are scheduled Monday through Friday at 8:00 a.m.

EMERGENCY SERVICE:

As defined by the Limited Warranty, "emergency" includes situations such as:

- Total loss of heat when the outside temperature is below 45 degrees Fahrenheit
- Total loss of electricity (check with the utility company before reporting this circumstance to the Builder or electrician)
- Total loss of water (check with the utility company to be certain the problem is not a general outage in the area)

- Plumbing leak that requires the entire water supply to be shut off
- Gas leak (**Contact the gas company immediately**, then contact the HVAC contractor)

During normal business hours (Monday through Friday, 8:00 a.m.- 4:30 p.m.), call the Builder at 262-232-8520. Call the needed trade contractor directly after hours or on weekends and holidays.

NON-EMERGENCY SERVICE PROCEDURES:

Upon receiving a customer service request, the Builder will contact the Homeowner to schedule a service appointment. Warranty appointments are scheduled Monday through Friday at 8:00 a.m. On occasion, the Builder may schedule at a different time due to the availability of parts and trade partners. Most reported items fall into one of three categories:

1. Trade contractor item
2. In-house item
3. Home maintenance item (non-warranty)

The appropriate contractors are scheduled to address any warrantable items. A Builder representative will be at the appointment to explain any items considered non-warranty or home maintenance and therefore not covered and address any in-house items. An additional appointment may be required if items require additional ordering of parts or are delayed by the supplier. Multiple trade partners covering multiple items may be scheduled all in one appointment to complete warranty work with as few interruptions to the Homeowner as possible.

If the item is home maintenance, the Builder will review the maintenance steps with the Homeowner. The Builder does not provide routine home maintenance.

The repair process can be expedited by providing the Builder with complete information that includes:

- Name
- Address
- Phone number(s)
- Email address (to schedule appointments)

When adding a claim to the Online Customer Portal, be sure to provide accurate descriptions and include pictures when possible. For example: "Hall bath - cold water line broken under the sink", rather than "plumbing problem".