

**Mercer Construction, Inc.  
8836 W. Gage Blvd. Suite 201A  
Kennewick, WA 99336**

**LIMITED WARRANTY**

This limited warranty is the sole and exclusive warranty extended by Seller to Buyer and is not transferable.

The Builder warrants that your new home was built to the Local Building Code. The following list includes items in which the Builder agrees to repair or replace defects, if any, in your new home where defects become known within one (1) year from the date of possession.

- Foundation, outer walls, and roof
- Windows, doors and framing
- Interior concrete slabs or wood floor system
- Interior walls
- Plumbing, electrical and heating systems

The following are not defects:

- Any workmanship, design or material, provided by the Homeowner.
- Damage from improper maintenance.
- Defects that were apparent and were accepted by the Homeowner at the date of possession.
- Cracks/nail pops in drywall/plaster, paint, masonry, tile, stucco, and concrete that are not due to structural defects.
- Normal shrinking and curing of materials.
- Soil settlement along utility lines.
- Damage other than structural defects caused by soil movement.

The Builder does not warrant appliances, landscaping, fixtures, equipment or cultured marble. The Builder shall provide to the Homeowner any warranty provided to him by a manufacturer or supplier.

The Builder does not warrant damage caused by windstorm, hail, lightning, extremes in temperature, frost heave or any and all causes beyond reasonable control of the Builder or which could not have been prevented by reasonable workmanship and material.