

## Lifetime Limited Warranty for EcSS 3000

Childers Brothers, Inc. has also agreed to warrant drastic soil heaving of ¼" or more from ground surface to a depth of 7' in the injected zone of the exterior only for one year starting the day of Substantial Completion Date. Home Owner agrees to maintain proper water drainage as part of the landscaping to prevent water saturation under the slab and past a 7' depth in the injected zone. If movement is suspected, the home will be visited by Childers Brothers, Inc. If drastic heaving is discovered and proper water drainage is present then Childers Brothers, Inc. will re-inject the area of concern at no cost to the home owner within one year. Childers Brothers, Inc. will not be responsible for any other costs, damages, claims, repairs, or liability of any type or manner whatsoever other than the re-injection with EcSS 3000 soil treatment only.

Lifetime Guarantee: Should ¼" or more of heave occurs to the repaired area due to defects in workmanship and/or materials after the expiration of said 12 month (1 year) period as confirmed by Childers Brothers representative or an engineer of mutual choice, Childers Brothers will re-inject the perimeter of the home for a price agreed upon by Childers Brothers and Customer or New Owner before adjustment is made. Childers Brothers hereby agrees that the price for such adjustment will not exceed twenty (20) percent of the original contract price, per re-injection for the lifetime of the house.

All underneath work (e.g., shimming of floors, etc.) on pier and beam foundation is excluded from such guarantees. These guarantees are exclusive and there are no understandings, agreements, representations, or warrants, expressed or implied (including and regarding the merchantability or fitness for a particular purpose), not specified herein, made by Childers Brothers respecting the contract of the services to be performed hereunder. The contract states the entire obligation of Childers Brothers in connection with the transaction. Childers Brothers disclaims any and all liability for special direct, indirect, incidental, or consequential damages, arising from the contract, including without limitation, loss of profits and damage to other property or persons.