

Helical Steel Pier <u>Lifetime Limited Warranty</u>

The repairs shall be guaranteed against defects in workmanship and/or materials for a period of 72 months (6 years). Should ¼" or more settlement occur to the repaired area due to defects in the workmanship and/or materials within such 72 month (6 years) period as confirmed by either Childers Brothers representative or an engineer of Childers Brothers choice, Childers Brothers agrees to correct such defect at no expense to Customer or New Owner.

Lifetime Guarantee: Should ¼" or more settlement occur to the repaired area due to defects in workmanship and/or materials after the expiration of said 72 month (6 years) period as confirmed by Childers Brothers representative or an engineer of mutual choice, Childers Brothers will adjust the foundation 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 adjustment 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.