

PIXLEY LUMBER COMPANY

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LIMITED WARRANTY

With respect to labor for installation of materials purchased through Pixley Lumber Company, where such labor is contracted in connection with the purchase of such materials, Pixley Lumber Company warrants to you, the original purchaser, for a period of one year from date installation is complete, that such installation is: 1. in accord with accepted building or remodeling practices; 2. in accord with manufacturer's specifications in effect at the time of installation; and, 3. performed in a workmanlike manner.

Pixley Lumber Company will repair or remediate any defect in such installation arising from breach of the warranty herein granted, at its option, for claims made known to it within the period of this warranty. This is your sole remedy under this warranty.

With respect to materials or products purchased, Pixley Lumber Company makes no warranty, express or implied. Pixley Lumber Company does not extend or service a manufacturer's warranty, if any, for products or materials sold. All manufacturers' warranty work is solely and exclusively provided by the manufacturers. Manufacturer's warranty, if any, will be made available on request, or as part of manufacturer's documentation accompanying the product or materials.

Pixley Lumber Company does not assume responsibility for: 1. damage due to ordinary wear and tear, or abusive use; 2. defects that are the result of characteristics common to the materials used; 3. loss or injury caused in any way by the elements; 4. damage resulting from water and/or condensation and the effects thereof, including but not limited to expansion or contraction of materials; and 5. damage caused by latent defects or conditions in structures at the time of installation.

This warranty is enforceable only by you, the original purchaser, and is not transferable. Any obligation under it terminates if the property on which labor was performed is resold or ceases to be occupied by the owner to whom labor was furnished. Notwithstanding the foregoing, if you, the original purchaser, are a builder, this warranty extends to and may be enforced by the first, original owner of a new dwelling within the time stated herein, but not to or by any subsequent owner.

All repairs and claims are limited to the period set forth in this warranty. **PIXLEY LUMBER COMPANY DISCLAIMS ANY LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.**

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, ALL OTHER REPRESENTATIONS MADE BY PIXLEY LUMBER COMPANY OR ITS AGENTS, AND ALL OTHER OBLIGATIONS OR LIABILITIES WITH RESPECT TO THE LABOR AND MATERIALS COVERED BY THIS WARRANTY. IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND CONSTRUCTION IN A WORKMANLIKE MANNER ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY AND PIXLEY LUMBER COMPANY'S OBLIGATION SHALL NOT EXCEED ITS OBLIGATION SET FORTH IN THIS WARRANTY.