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Michael O'Leary Design & Build INC. B620438
1738 Tehama Drive
Woodland, CA 95695
(530) 662-5592

Limited three (3) year warranty

Michael O'Leary Design & Build (herein "COMPANY") warrants all labor and materials supplied and used in its contract work with owner to be free from defects in material and workmanship for a period of three (3) years according to the following terms, and subject to the following limitations (the "Warranty"). This Warranty shall commence as of the date of issue by Company, as reflected below, and shall continue for a period of three (3) years from said date. This Warranty is expressly given to the original owner and may be transferred by the original owner to any subsequent purchaser of the property upon which the contract work is performed, at no cost, provided however that under no circumstances shall this Warranty extend beyond the three year period referenced above.

This warranty is strictly limited to i) contract work performed by Company or its subcontractors expressly for owner, and ii) materials supplied and installed by Company or its subcontractors to owner's property in conjunction with such contract work. Any materials which are not actually installed by Company or its subcontractors are excluded from coverage under this Warranty. In addition, this Warranty shall not apply to any appliances or fixtures installed by Company for owner, although Company shall assign and transfer any applicable manufacturers' warranties to owner, upon request.

In order to enforce the rights under this Warranty, the owner should promptly notify Company in detail of the specific item or items which are believed to be covered by this Warranty. Company shall respond to such warranty request within forty-eight (48) hours of receipt of same. Any emergency request will be given immediate attention. If Company finds in its reasonable judgment that the item or items requiring attention are covered by this Warranty, it will promptly proceed to repair or replace the defective materials or workmanship, at its sole cost and expense, except to the extent it finds that such repairs have been made necessary by the negligence or intentional misconduct of the owner, or any party or parties associated with owner.

This Warranty shall be void and shall not apply to any materials which were originally installed by Company, but which were subsequently repaired, adjusted or modified by any individual or entity other than Company or its authorized representative.

Replacements and or repairs furnished under this Warranty shall not carry a new warranty, but shall carry only the unexpired portion of the original Warranty provided for herein.

The warranties described above shall be the sole and exclusive warranties granted by Company and shall be the sole and exclusive remedy available to the owner, or any subsequent holder of this Warranty. Correction of defects, in the manner and for the periods of time described herein, shall constitute complete fulfillment of all liabilities and responsibilities of Company to the owner, or any subsequent holder of this Warranty, and shall constitute full satisfaction of all claims, whether based on contract, negligence, strict liability or otherwise.

ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE THREE (3) YEAR WARRANTY PERIOD PROVIDED FOR HEREIN. ACCORDINGLY, ANY SUCH IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ARE DISCLAIMED IN THEIR ENTIRETY AFTER THE EXPIRATION OF THE THREE (3) YEAR WARRANTY PERIOD. COMPANY'S OBLIGATION UNDER THIS WARRANTY IS STRICTLY AND EXCLUSIVELY LIMITED TO THE REPAIR OR REPLACEMENT AT THE COMPANY'S DISCRETION OF DEFECTIVE PARTS AND/OR WORKMANSHIP, AND COMPANY DOES NOT ASSUME OR AUTHORIZE ANYONE TO ASSUME FOR THEM ANY OTHER OBLIGATION.

COMPANY ASSUMES NO RESPONSIBILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES REGARDING THE LABOR OR MATERIALS WARRANTED HEREUNDER.

Neither the sales personnel of Company nor any other person are authorized to make any warranties other than those described above, nor to extend the duration of any warranties beyond the time period describe above.

All payments must be made on time and in full by the owner according to the terms of the prime construction contract and any subsequent addendums to the prime contract in order for this warranty to be in force.

This warranty gives you specific legal rights, and you may also have other rights.

Date of Issue: _____ Original Owner: _____
Company Endorsement: _____