

LIMITED WARRANTY

Avis Electric Company, Inc., a Virginia Corporation ("The Contractor") warrants to the Owner(s), except as may be excluded below, that materials and equipment furnished under the Contract will be of good quality and are new unless the Contract requires or permits otherwise. The Contractor further warrants, except as may be excluded below, that the work done and the materials furnished have substantially conformed to the requirements of the Contract and will be free from defects, except for those inherent in the quality of the work the Contract requires or permits. The Contractor further warrants to the Owner, except as may be excluded below, that (i) the work performed is free from defects, so as to pass without objection in the trade, and (ii) the work is constructed in a workmanlike manner, so as to pass without objection in the trade. These warranties are non-transferable.

The Contractor's warranty excludes remedy for damage or defect caused by others, abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

Nothing herein shall be construed to require the Contractor to give its warranty on materials and/or equipment manufactured by others. The Contractor and Owner(s) have reviewed all manufacturers' warranties, if any, on materials and equipment installed or to be installed and agree to accept those manufacturers' warranties, if any, in lieu of any other warranty. The Contractor shall take all reasonable steps necessary to provide and transfer, if necessary, all manufactures' warranties to the Owner(s).

The warranty given by the Contractor herein shall commence when the work is substantially complete or when the final inspection has been issued by the appropriate local governmental agency, whichever occurs first and shall be for one year from that date..

Warranty claims by the Owner(s) shall be made in writing sent to the Contractor, via first class mail, return receipt requested. The warranty claim shall be made within the warranty period and shall be deemed waived if not timely made. Upon receipt of a warranty claim, the Contractor shall have a reasonable time, but not less than forty-five (45) days to commence warranty repairs or work. The Owner(s) shall not be entitled to make any claims against Contractor for breach of warranty or breach of contract and/or recover any damages, if Owner(s) has not strictly complied with this notice and the opportunity to cure provision set forth in this section. If the Owner(s) seeks to enforce this warranty and the Contractor substantially prevails in any such action, then Owner(s) shall pay Contractor's attorney fees and costs related to that action.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER AGREEMENTS, PROMISES, WARRANTIES, EXPRESSED OR IMPLIED, ALL OTHER CLAIMS UNDER THE CONTRACT AND ALL WARRANTIES IMPLIED UNDER LAW, IF ANY.

This Warranty applies to the following structure wherein the work was performed: _____

Avis Electric Company, Inc.

By: _____
Scott Bajer, Vice- President