

# MASONRY



Wednesday, June 23, 2020

*LIMITED WARRANTY AGREEMENT*

**RE: PARKHOUSE-PRINCE GEORGE, BC/A&T DEVELOPMENTS**

We are pleased to provide a warranty as follows:

**This warranty is in lieu of any other warranty, express or implied. This warranty shall be null and void and Prime Masonry Ltd. shall not be liable for any damages or expenses, if the Owner does not first grant Prime Masonry Ltd. access to the premises and the opportunity to inspect or correct any warranty issues before the Owner incurs expenses or has work done by a replacement contractor.**

**WHAT IS COVERED**

Prime Masonry Ltd. warrants that the work constructed are reasonably free of defects and within customary tolerances of the construction industry. "Customary tolerances of the construction industry" means tolerances common and expected in the construction industry and guaranteed to be preformed by a skillful and professional trades person. This warranty also covers work under customary tolerances for all employees under contract with Prime Masonry Ltd., including the employees of Prime Masonry Ltd.

Prime Masonry Ltd. further warrants and guarantees that the work reasonably conforms to the requirements of the contract documents, drawings, plans and specifications. If any defects are found, Prime Masonry Ltd. shall repair or replace any of the alleged defective work at their own cost. The work to be corrected will be the particular part of area that is defective. Prime Masonry Ltd. shall start corrective work within a reasonable time after written notice from the owner. We shall have the option of repairing or replacing, at its election.

**TERM OF WARRANTY-ONE YEAR**

The Warranty, as well as the statute of limitations for any claim of damages for defective work or materials, is one year from the substantial completion date of the scope and sequence work of Prime Masonry Ltd.

## HOW TO OBTAIN SERVICE

If a problem develops during the warranty period, the Owner shall notify Prime Masonry Ltd. in **writing** of the specific problem. The Owner shall give such notice promptly after first discovering the condition. Prime Masonry Ltd. will begin performing the obligations under this warranty within a reasonable time of receipt of such a request and will diligently pursue these obligations.

Repair work will be done during Prime Masonry Ltd.'s normal working hours, except where delay will cause additional damage. The Owner also agrees to provide the presence (during the work) of a responsible adult with the authority to approve the repair and sign an acceptance of repair on completion.

There shall be no charge for the costs and expenses of examination or inspection by Prime Masonry Ltd. whether or not a defect is found or later repaired or replaced. The work will be done by Prime Masonry's employees.

Prime Masonry Ltd. has sole discretion as to the decision to repair or replace. All efforts shall be made for a reasonable match, and to repair or replace in the event the original item is not longer available.

## REMEDIES

With respect to any claim asserted by the Owner, it is understood there is no right to recover or request compensation for; incidental, indirect, special, consequential, secondary or punitive damages; loss of use; diminution in value; rental costs; moving costs; delay in occupancy; construction mortgage, loan, or line of credit interest charges; mortgage interest rate increases; lost profits or income; medical costs; damages for mental distress, aggravation, person injury; or pain and suffering.

The Owner should notify Prime Masonry Ltd. within a reasonable period after first knowledge of a problem, not to exceed 60 days. To be covered, the physical signs of the problem must be observable and have started to cause damage before the one-year period expires.

## WHAT IS NOT COVERED

This limited warranty does not cover the following items:

1. Damage or defects caused by the failure to maintain any item or keep it in good working order.
2. Damage resulting from fire, freezing, storms, electrical malfunction or surge, lightening, earthquake, pest damage, acts of God, or other unforeseen causes or accidents.
3. Damage from alterations, misuse, or abuse by any person; ordinary wear and tear; or problems caused by lack of maintenance.
4. Damage resulting from your failure to observe any operation instructions furnished at the time of installation.

5. Any item installed, modified, altered or repaired by you or any other person other than Prime Masonry Ltd.
6. Problems which arise in an attempt to match existing materials. There are limitations inherent in the matching of existing materials such as mortar, concrete and bricks. Exact duplication in matching, texture, and color cannot be guaranteed. Variations with industry tolerances will be considered acceptable.
7. Any warranty issues which arise that are the result of an issue with the warranty of the bricks themselves will not be covered by Prime Masonry Ltd. A&T Developments has purchased all material for this project and therefore will need to proceed with obtaining any replacement brick, mortar, ties, cement, etc., through the company which they purchased them from. Should a warranty issue arise with the actual materials used, Prime Masonry Ltd. will not be liable to repair, re-install or accommodate the installation of any new materials.

### COMPLETED AGREEMENT

This warranty constitutes the entire integrated agreement and understanding of the parties as to any cause of action for losses, expensed, or damages under warranty, workmanship, or construction materials/product defect issues, and supersedes as well as preempts any oral statements or representations by Prime Masonry Ltd. or its agents, before or after signing the contract.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kevin Kotsch  
Prime Masonry Ltd.

Thank you,

Kevin Kotsch  
Prime Masonry Ltd.  
[primemasonry@telus.net](mailto:primemasonry@telus.net)