# **Summer Homes Warranty Agreement**

#### **Covered Product:**

Workmanship on Exterior and Interior of Home located at 330 Twinstone Circle, Coldspring, TX 77331, Mechanical Systems (Electrical, Heating & Cooling, Plumbing) located at 330 Twinstone Circle, Coldspring, TX 77331.

### **Buyer:**

Name: TBD

Address: 330 Twinstone Circle, Coldspring, Texas 77331

## **Limitation of Damages**

In no event shall DRSJKP Investments Inc., DBA Summer Homes be liable for consequential damages for breach of this warranty. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the buyer.

## **Warranty Coverage**

DRSJKP Investments Inc., DBA Summer Homes warrants the Covered Product to be free of all defects in material and workmanship for 1 year and 1 years on Mechanicals from "Closing Date". This warranty extends to the original buyer (only and each successive buyer within the warranty period).

Within the period of this warranty, DRSJKP Investments Inc., DBA Summer Homes Inc. will repair or replace, free of charge; any part proving defective in material or workmanship. All warranty repairs and service must be performed by an authorized DRSJKP Investments Inc., DBA Summer Homes technician, or at an authorized DRSJKP Investments Inc., DBA Summer Homes service facility.

All expenses related to replacing or repairing a defective part under this warranty shall be assumed by DRSJKP Investments Inc., DBA Summer Homes except for the following expenses, which shall be assumed by the buyer:

normal deterioration or wear and tear, anything which is covered by any other insurance company, any land erosion or deterioration, loss resulting directly or indirectly from flood surface water.

#### **Warranty Exclusions**

This warranty does not apply to any costs, repairs, or services for the following:

- 1. Service calls to correct the installation of the Covered Product, or to explain the usage of products to the buyer.
- 2. Repairs necessitated by use other than normal home use.
- 3. Damage resulting from misuse, abuse, accidents, alterations, or improper installation.
- 4. Corrective work necessitated by repairs made by anyone other than a DRSJKP Investments Inc., DBA Summer Homes authorized service technician.

## **How to Obtain Warranty Service**

## If warranty repairs are to be made:

The buyer must notify DRSJKP Investments Inc., DBA Summer Homes Inc. by calling the number 713.539.2325 or email to jeansummers55@gmail.com of any defect, malfunction, or nonconformity promptly upon discovery. An authorized service technician shall visit the buyer's home for the purpose of inspecting the defective part within 15 days of receipt of the call or email. DRSJKP Investments Inc., DBA Summer Homes Inc. will submit an offer of repair or settlement to the buyer within 10 days after inspection.

### **Registration Card**

We recommend that the buyer fill out and send in the registration card included in the original package of all large appliances. This will facilitate any warranty repairs or service, if needed. It is not required that the buyer send in this registration card for this warranty to be effective.

#### **Notice to Buyer**

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You have the right to bring any action at law or equity to resolve disputes concerning or to enforce the provisions of this warranty.

If the buyer disagrees over either's performance under the terms of this warranty, the buyer may submit the matter for resolution to Texas Residential Construction Liability Act (RCLA). The buyer shall not be responsible for expenses incurred in submitting a dispute for resolution under the terms of this paragraph. The buyer is required to submit any dispute for resolution under this paragraph before pursuing any legal remedies to which he or she may be entitled.

DRSJKP Investments Inc., DBA Summer Homes Inc.

2950 Yost Blvd, Pearland, Texas 77581