

FOUNDATION REPAIR SOLUTIONS

RJT Commercial Inc. dba Ram Jack 2121 Brittmoore Suite 4500 Houston, TX 77043 (713) 599-0102 (800) 969-2255

LIMITED LIFETIME WARRANTY

I. LIMITED LIFETIME WARRANTY

A. Sole and Exclusive Purpose

The sole and exclusive purpose of the Limited Lifetime Warranty is to provide free adjustment, repair, or replacement of the Ram Jack steel pier during the Warranty period should the Ram Jack steel pier fail to perform as intended within the limitations and exclusions herein stated.

B. Failure to Perform

A pier fails to perform as intended when the foundation in the immediate area of the Work settles or moves downward after the completion of The Work.

C. Sole & Exclusive Remedy

The sole and exclusive remedy which Ram Jack is obligated to provide for pier failure is limited to repair, replacement, or adjustment of the Ram Jack Steel Pier.

D. Limited Lifetime Warranty Period

That period of time in which the present owner possesses ownership of the property.

II. WARRANTY TRANSFER

A new Owner transfer fee of \$100 is required to transfer the Limited Lifetime Warranty along with a signed copy of the Warranty Transfer Application within 60 days of title transfer of property.

III. EXCLUSIONS TO THE LIMITED LIFETIME WARRANTY

- A. Unpiered Area Any unpiered area of the foundation, whether exterior or interior is specifically excluded from this warranty.
- B. Heave Heave or upward movement of the foundation due to soil expansion is excluded.

- C. Consequential Damages This Limited Lifetime Warranty does not include any repair which is the result of consequential damages, including damage to concrete, brick, mortar, sheetrock, wallpaper, paint, rigid materials or furnishings.
- D. Catastrophic Events The installation of Ram Jack piers will not prevent damages caused by slope failure, soil creep, earthquake, flood, seismic explosions or tornados. The Owner shall not hold Ram Jack responsible for direct damages or consequences of these damages should they occur.

IV. INCLUSIONS

The following are included as part of the Limited Lifetime Warranty by Specific Reference:

- · Contract for The Work
- · Limitations of The Work
- · Service Plan
- · Cost of Services
- · Limited Lifetime Warranty and
- · Causes of Foundation Failure

THE WRITTEN TERMS OF THIS LIMITED LIFETIME WARRANTY, AS EXPRESSED ABOVE, REPRESENT THE ENTIRE WARRANTY OBLIGATION OF RAM JACK. NO OTHER AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, HAVE BEEN MADE OR ARE MADE BY RAM JACK.

V. FINAL PAYMENT

The Limited Lifetime Warranty becomes valid only upon receipt of final payment.

Form #H2028 rev. 01/16