



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 Rite Way Foundation Co. Pressed Piers during the Warranty period should the pressed 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 Rite Way Foundation Co. is obligated to provide for pier failure is limited to repair, replacement, or adjustment of the pressed pier.

D. Limited Lifetime Warranty Period

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

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 pressed piers will not prevent damages caused by slope failure, soil creep, earthquake, flood, seismic explosions or tornados. The owner shall not hold Rite Way Foundation Co. 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

II. WARRANTY TRANSFER

A new Owner transfer fee of \$200 is required to transfer the Limited Lifetime Warranty along with a signed copy of the Warranty Transfer Application within 30 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.

THE WRITTEN TERMS OF THIS LIMITED LIFETIME WARRANTY, AS EXPRESSED ABOVE, REPRESENT THE ENTIRE WARRANTY OBLIGATION OF 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 RITE WAY FOUNDATION CO.

V. FINAL PAYMENT

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


Customer Signature

Date


Rite Way Foundation Co. Representative

Date

LICENSED

BONDED

INSURED