



Dube Plus Construction Limited Three Year Warranty

Dear Homeowner, congratulations and welcome to the growing family of proud Dube Plus customers.

We sincerely hope you are enjoying the recent investment to your home and it is everything you envisioned along the way. Although the construction is complete our commitment to you and the project does not end there.

Your project is made up of many different components; planning, design, science, materials and physical labor. When all of these components come together we would be naïve to think that those components would interact with each other, in their environments, without the slightest of imperfections.

Homeowner, responsibility in the form of maintenance is essential to protect and preserve your investment although it is our responsibility to provide you the best possible product in the beginning and the following assurance that we will be there in the event that a solution is required.

The following information is meant to outline that commitment and to give you a clear understanding of the Dube Plus Warranty program.

Again, welcome to our growing family and thank you for the opportunity to work with you.

Best Regards,

Thomas A. Dube

Thomas Dube, Owner

Dube Plus Construction Limited Three Year Warranty

Initiation of Warranty

Commencement of this warranty does not begin until the **Certificate of Completion** is duly authorized at the final walk through phase of the project. The term of the warranty is Three Years respectively from the date of completion noted. Receipt of the duly authorized Certificate of Completion will be required for warranty service.

Requests for Service

Emergency

For reasons of accuracy and efficiency all requests shall be in **writing** unless an immediate threat or emergency exists.

Examples of emergencies may include although are not limited to;

1. Total loss of heat
2. Total loss of electricity
3. Plumbing leak that requires the entire home to be shut off.
4. Major roof leaks
5. Situations that endanger the occupants.

60 Day Request – This is a list of warrantable item(s) that may have developed or were not apparent upon the final walk through and initiation of this warranty. Please make note of any items unfinished from the final walk through. (Note: chips, dents, mars or scratches attributed to moving or placement of furniture and not noted at the final walk through are not warrantable.)

12 Month Request – This is a list of any warrantable item(s) that may have developed by the normal settling and shrinkage of framing components evident in drywall seams, fasteners and grout lines.

13 - 36 Month Request – This is a list of any item(s) that may have developed since the 12 month list. Items on this list may require a site visit and affirmation of warrantable service. Dube Plus has adopted and conforms to the guidelines and associated corrective measures set forth by the NAHB Residential Construction Performance Guidelines: 3rd Edition.

Inclusions

Dube Plus Construction warrants for the duration of **three years** any portion of the project outlined in the duly authorized construction documents, shall be free from defects caused by faulty workmanship and defective materials due to non-compliance with

building standards and performance guidelines set forth by the NAHB Residential Construction Performance Guidelines: 3rd Edition.

Dube Plus Construction warrants for the duration of three years any plumbing, electrical, heating and/or cooling systems outlined in the duly authorized construction documents to be free from defects caused by faulty installation.

Dube Plus Construction warrants for the duration of three years that the project, outlined in the duly authorized construction documents shall be free from major structural defects. "Major structural defects" means actual damage to the load-bearing function and which vitally affects, or is imminently likely to affect the use of the dwelling for residential purposes to the extent that the home becomes unsafe, unsanitary, or otherwise unlivable.

Exclusions

This Limited Warranty **shall not** extend to, include or be applicable to any of the following:

1. Specific materials, appliances, controls and components installed by Dube Construction generally offer individual manufacturers warranties or guarantees and are not warrantable.
2. Any component, material, labor, subcontractor or portion thereof, of the scope of work outlined in the duly authorized construction documents that was provided supplied, performed or installed by someone other than Dube Plus Construction.
3. Any component of your project, whether warranted or not, which has been constructed, altered, repaired modified or replaced by anyone other than Dube Plus Construction, its employees or designees.
4. Any defect or damage caused by any act, negligence or failure to properly use, operate, maintain or protect any component of your home by you or any other occupant of the home or by anyone other than one of Dube Plus Construction, its employees or designees.
5. Insect, rodent, pest damage or any damage associated with extermination.
6. Loss or damage caused by or resulting from civil disturbances, riots, fire, explosion, flooding, wind-driven water, changes in the underground water table, floods, mud slides, smoke, earthquake or other Acts of God, falling objects, vehicles or other events not reasonably foreseeable at the time of construction.
7. Deficiencies in buildings, structures, improvements in other parts of the home, driveways, patios, landscaping, retaining walls or fencing that is not explicitly outlined under the duly authorized construction documents.
8. Any damage to the extent it is caused or made worse by the failure of the Homeowner to give proper notice to Dube Plus Construction of any defect within a reasonable time.
9. Changes to the exterior grading of the ground by anyone other than Dube Plus Construction, its employees or designees.
10. Changes, alterations or additions made to the home by anyone after occupancy.
11. Dampness or condensation due to the failure of the Homeowner to maintain adequate ventilation.

12. Any loss or damage which the Homeowner has not taken appropriate and timely action to minimize.
13. Normal wear and tear and normal deterioration.
14. Any loss, damage, defect, cost or expense which is caused by an occurrence which is covered by other insurance, federal or public funds.
15. Any loss or damage which arises while the home is being used primarily for non-residential purposes, not including home office(s).
16. Bodily or personal injury of any kind (including physical or mental pain and suffering and emotional distress), medical hospital, rehabilitation of other incidental expenses, or damage to personal property.
17. Loss or damage due to abnormal loading of floors, roofs and structural components which exceed design loads as mandated by residential codes.
18. Cost of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repair or other costs due to loss of use, inconvenience or annoyance.

Note about drywall/paint/stain

The following is the Dube Plus Construction criteria of a properly drywalled or painted surface and will be classified as such when determined by the following:

1. The walls will be viewed at a distance of no less than 5 feet.
2. The walls will be viewed from a normal viewing position, standing.
3. The walls will be viewed under normal lighting conditions.

Filing a Request

When filling out your warranty request, please be as descriptive and complete as possible. If an item has been left off the list, we may not have the materials or time allowed to complete the repairs or adjustments. Any omitted items that cannot be completed on the scheduled day should be put on your 12 month list.

After completing your warranty request list, mail, fax, or email to:

**Dube Plus Construction
10 Bricketts Mill Road
Hampstead, NH 03840
Attn: Warranty**

Fax: (603) 329-7026

E-mail: warranty@dubeplus.com

Upon receipt of your warranty request, **if needed**, we will contact you for an inspection appointment. If not needed, the Warranty Department will contact you to schedule an appointment to complete the warranty work, approximately 2 weeks from contact date.

Appointments are available during normal working hours, 7:30 A.M. to 4:00 P.M., Monday through Friday.