

## **RATLIFF HARDSCAPE, LTD. LIMITED WARRANTY**

### **RATLIFF HARDSCAPE, LTD.'S WARRANTY OBLIGATIONS ARE LIMITED TO THE TERMS SET FORTH BELOW**

**WHAT IS COVERED:** Ratliff Hardscape, Ltd.'s ("Ratliff") Work. "Work" shall mean that certain work and those services further described in the Contractor Agreement.

**WARRANTY:** Ratliff warrants that the Work furnished will: (i) be provided in a professional manner; (ii) be performed by appropriately knowledgeable and skilled personnel; (iii) conform to the requirements of the Contractor Agreement; (iv) conform to standards generally observed in the industry for similar services and work; and (v) will meet all applicable municipal or other jurisdictional requirements and other applicable laws pertaining to the Work.

Ratliff warrants that any cracking, in excess of one-quarter inch and longer than 20% of all the joints and edges of the concrete flatwork, occurring during the curing process and resulting from poor workmanship or use of substandard materials shall be repaired or replaced, at the sole election of Ratliff. Ratliff makes no claim that hairline cracks might not develop, but insures that reasonable precautions are taken to minimize their occurrences by using industry tested methods and quality materials. It is acknowledged that color differences may result for repairs. Please see the section entitled, "Shrink Cracks and Control Joints" for a further explanation of shrink crack and control joints. Ratliff makes no warranty regarding Shrink Cracks.

**EXCLUSIONS FROM COVERAGE:** Ratliff's warranty for the Work excludes loss, damages and defects caused by any of the following:

1. Any work performed, services provided or material supplied in accordance with any plans or specifications supplied, prepared or requested by the Owner, or by anyone on behalf of the Owner other than Ratliff, or Ratliff's employees, agents, contractors or subcontractors acting under Ratliff's direction (collectively "Ratliff's Employees").
2. Any defects caused or made worse by the negligence, abusive use, improper maintenance, lack of regular maintenance or other action of anyone else other than Ratliff, or Ratliff's Employees.
3. Defects in driveways, walkways, patios, boundary walls, retaining walls, bulkheads, fences, landscaping, including sodding, seeding, shrubs, trees and plantings, off-site improvements, or any other improvements not part of the Work itself.
4. Any damage to the extent it is caused or made worse by failure of the Owner or by anyone other than Ratliff's Employees, to comply with the warranty requirements of manufacturers of items used in accordance with the Work; or failure by the Owner to give notice to Ratliff of any defects within a reasonable time; or changes of the grading of the ground by anyone other than Ratliff, or Ratliff's Employees; or changes, alterations or additions made to the Work by anyone after the Effective Date; dryness, cracking, dampness, condensation or soil movements, due to the failure of the Owner to maintain adequate irrigation; seepage of water; or insect damage.
5. Loss or damage which the Owner has not taken timely action to minimize.
6. Any defect in, caused by, or resulting from, materials or work supplied by anyone other than Ratliff of Ratliff's Employees.
7. Normal wear and tear or normal deterioration.
8. Loss or damage not otherwise excluded under this Limited Warranty, which does not constitute a defect in the Work completed by Ratliff or Ratliff's Employees.

9. Loss or damage caused by, or resulting from, accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, acts of God, adverse environmental conditions, lightning, windstorms, hail, flood, mudslide, earthquake, wind-driven water and changes in the underground water table which were not reasonably foreseeable.

10. Defects, which are the result of characteristics common to the materials used (such as but not limited to fading and minor cracking).

**TERM:** The terms of the coverage of this Limited Warranty begin on the date of substantial completion of the Work, except for those items identified as incomplete upon the punch list inspection. The warranty period for all incomplete punch list items shall begin when the Owner and Ratliff have mutually agreed that the work is 100% complete.

**MANUFACTURERS' WARRANTIES:** Ratliff assigns and passes through to Owner the manufacturers' warranties on all manufactured products (including, but not limited to, bricks, cinder blocks, and manufactured stone) and equipment.

**RATLIFF DOES NOT WARRANTY ANY THIRD PARTY MANUFACTURED PRODUCTS.**

**LIMITATIONS ON WARRANTY:** Ratliff's liability to the Owner or any other third party, for a claim of any kind arising as a result of, or related to the goods or services provided hereunder, whether in contract, in tort (including negligence or strict liability), under any warranty, or otherwise, shall be limited to monetary damages and the aggregate amount thereof for all claims shall in no event exceed an amount equal to the amount paid or payable by the Owner to Ratliff under the Contractor Agreement. Under no circumstances shall Ratliff be liable to the Owner or any third party for indirect, special or consequential damages (including lost profits), even if Owner has been advised of the possibility of such damages, or for warranties granted by the Owner to any third party. The Owner acknowledges and agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. No action, regardless of form, arising under the Contractor Agreement may be brought by the Owner more than one year after the occurrence of the events which gave rise to the cause of action.

**NO OTHER WARRANTIES**

**THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY RATLIFF GIVES.**

**EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTY AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED AND RATLIFF EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE GOODS OR OTHER SERVICES PROVIDED BY RATLIFF HEREUNDER, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY OR MERCHANTABILITY, DESIGN, QUANTITY, QUALITY, LAYOUT, FOOTAGE, PHYSICAL CONDITION, OPERATION, COMPLIANCE WITH SPECIFICATIONS, ABSENCE OF LATENT DEFAULTS OR COMPLIANCE WITH LAWS AND REGULATIONS (INCLUDING, WITHOUT**

**LIMITATION, THOSE RELATING TO HEALTH, SAFETY AND THE ENVIRONMENT), FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR ANY OTHER MATTER AFFECTING THE WORK.**

### **WARRANTY CLAIMS**

**NOTICE OF CLAIM:** If a defect appears which you feel is covered by this Limited Warranty; a written notice describing the defect must be sent to and received at Ratliff's office at our current address of record. Ratliff is not responsible for damage to the extent it is caused or made worse by failure to give written notice to Ratliff of a defect within a reasonable time. In any event, written notice of a defect in any item under the warranty must be received by Ratliff no later than 30 days after the warranty on that item expires.

**RATLIFF'S PERFORMANCE:** If a defect occurs in an item which is covered by this warranty, Ratliff, within 60 days after receipt of notice of such defect, will repair, replace, or pay you the reasonable cost of repairing or replacing the defective item. Ratliff's total liability under this warranty is limited to the contract price of the Work. The choice among repair, replacement or payment is Ratliff's. Steps taken by Ratliff to correct defects shall not act to extend the terms of this warranty.

**INSURANCE:** In the event that Ratliff repairs or replaces, or pays the cost of repairing, any defect covered by this warranty for which you are covered by insurance, you must, upon request by Ratliff, assign the proceeds of such insurance to Ratliff to the extent of the cost to Ratliff of such repair or replacement.

### **MISCELLANEOUS**

**GENERAL PROVISIONS:** Should any provision of this Limited Warranty be deemed by a court of competent jurisdiction to be unenforceable, that determination will not affect the enforceability of the remaining provisions. Use of one gender in this agreement includes all other genders, and use of the plural includes the singular, all as may be appropriate. The section and subsection headings contained in this Limited Warranty are for reference purposes only and shall not effect in any way the meaning or interpretation of this Agreement. This agreement is to be governed by and construed in accordance with the laws of the State of Texas. Capitalized terms not defined herein shall have the meaning set forth in the Contractor Agreement.

**No Ratliff employee, agent or subcontractor is authorized to make any modification, extension, or addition to this warranty.**

**SHRINK CRACKS AND CONTROL JOINTS:** Newly placed concrete can be expected to crack within the first few days of placement during the curing process. These cracks are often referred to as "Shrink Cracks". Shrink Cracks are, typically, narrow stress cracks in the surface of the concrete. Reinforcing steel and/or fiber will minimize the number and width of Shrink Cracks. "Control Joints" are saw cut or hand grooved joints in the concrete. Control Joints encourage the concrete to crack (there by relieving the natural stress of the curing process) along these predetermined cuts and grooves. Control Joints do not prevent Shrink Crack; however, they may assists in reducing and/or hiding the crack when they occur.

