



Prepared by:
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South Coast Piering Inc., dba Saber
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License# 826234 - B, D30, D12, D06

Prepared for:
Johnson Brandon
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Job location:
21710 Peak Cir
Crestline, CA 92325

Prepared on:
7-2-2021

Completed by:
Joel Goold on 7-9-2021

Project Summary

Permanently Stabilize Foundation

Total Investment	\$23,223.00
Total Contract Price	\$23,223.00
Deposit Required - 10%	\$1,000.00
Deposit Paid	\$0.00
Amount Due Upon Installation	\$23,223.00

Customer Consent

This Agreement is entered into between Saber License No. # 826234 ("Contractor"), a company organized and existing under the laws of the State of California, and "Owner" of the real property located at (see "Prepared For").

- A. Contractor agrees to fully execute the work as described in the Job Detail, including the shop drawings and Product Details, as developed from the meetings between Contractor and Owner and confirmed herein (the "Work").
- B. Contractor is responsible for coordinating the delivery of equipment, materials, and supplies.
- C. Contractor shall not be responsible for any work outside of that described in the Job Detail, Contractor is not responsible to bring any work other than that included in the Job Detail, up to current building code requirements.

Authorized Signature _____ **Date** _____

I hereby agree to all the terms and conditions herein and authorize Saber to perform the repairs as outlined in this contract. A non-refundable deposit of 10% or \$1,000, whichever is less, is required to schedule the project. Progress payments are payable by check and to be given directly to on-site Project Foreman.

Contract Documents: The following documents are incorporated into this Contract as though fully set forth herein the "Contract Documents": (Project Schedule -Provided upon payment of Initial Deposit) (Job Details) (Product List) (Recommendations to Your Project) (Limited Warranty)

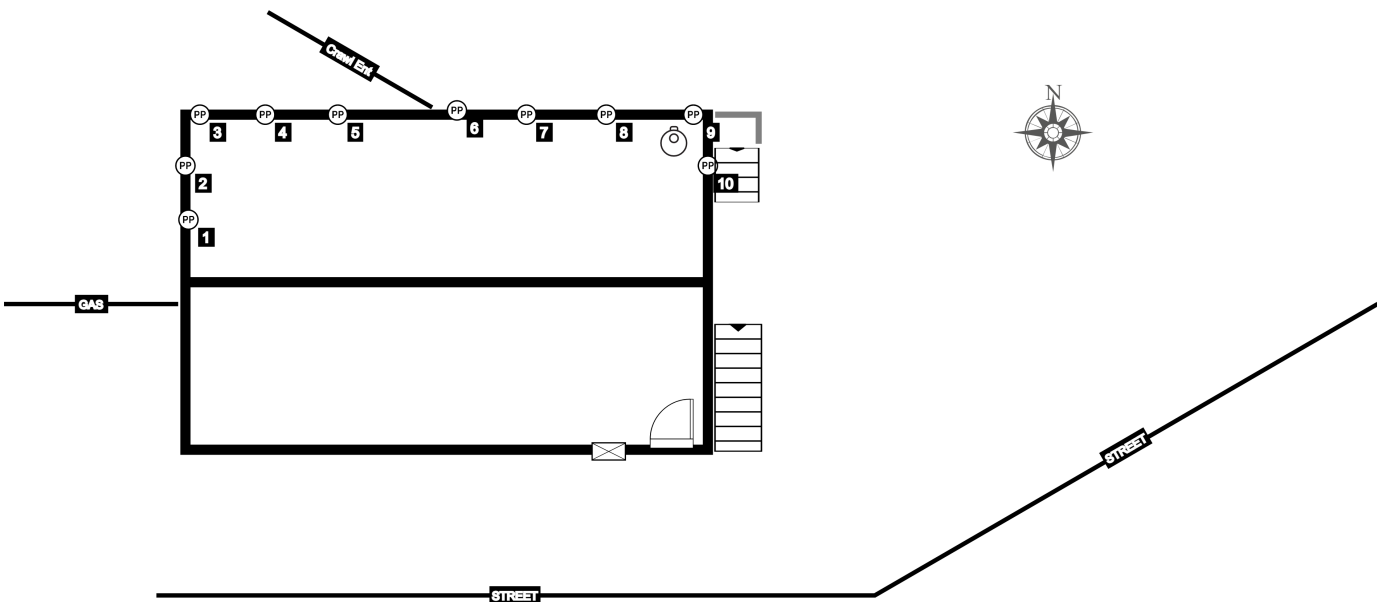
Final Execution: Final execution of this contract is pending review and approval by management.

CREDIT AND DEBIT CARD CONVENIENCE FEE: Credit/debit card payments will be subject to a 3% convenience fee per transaction.

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.
All prices quoted are valid for 30 days from prepared on date.

Customer Signature _____ **Date** _____

Job Details



Job Details (Continued)

Specifications

Push Pier: Install Push Pier(s) to support the foundation as shown on job drawing using a low profile bracket. Final location of pier(s) is subject to field conditions. Contractor to coordinate utilities locating service and take responsibility for repairing any damage occurring to a private utility line during installation. Engineering Support: Saber will collaborate with the engineer, submit the application and administer the permit process to obtain permits from the local jurisdiction. Permit fees required will be an added cost and invoiced to the homeowner.

Depth Clause

Total depth per pier included in price: 0

Each add'l foot add'l cost of: \$0.00

Price includes enough pier shaft material to reach load-bearing stratum at no additional fee.

Contractor Will

- 1.) Saber to obtain the Permitting for this project on behalf of the customer from the proper city authority. (Permit process can take up to 6 months to complete, dependent on city's backlog) Engineering will be handled through a third party. The engineering company will contact the customer direct to review plans and payments. Saber will invoice the customer for the cost of the permit. A copy of the receipt will be included in the Completion package provided by Saber.
- 2.) Lift the foundation, foundation slab or concrete slab to maximum practical recovery. Saber is not responsible for cosmetic damage that may result.
- 3.) Install piers to any depth necessary at no additional cost to the customer.
- 4.) Saber is not responsible for the removal and replacement of gas lines in the working area.

Customer Will

- 1.) Remove and replace any landscaping that is in the work area.
- 2.) Move items at least 10 feet away from the work area.
- 3.) Remove and Replace deck at Customers expense.
- 4.) Customer elects Permitting & Engineering. Engineering will be handled through a third party. The engineering company will contact the customer direct to review plans and payments. Permitting cost will be paid when invoiced by the contractor.
- 5.) The customer is aware that customer is responsible for the removal and replacement of the gas line in the work area.

Additional Notes

1. Proposal subject to final engineering report. Customer will be notified to approve/deny the changes.

Job Details (Continued)

Additional Notes

1. COMPLIANCE WITH THE LAW

A. All Work performed under this Contract will meet requirements of California state law and any applicable federal laws, ordinances, regulations, and codes, to the extent required.

B. Contractor is licensed to perform the Work described in the Job Detail. Contractor will notify Owner of any change in that license status.

2. PERMITS AND FEES

Contractor will pay city business license fees for Contractor to complete the work as described in this contract. If applicable or required Contractor shall on behalf of Owner secure the building permit fee and request from Owner reimbursement for said fee by providing a copy of the receipt to the owner along with an invoice. This fee is not a part of the original quoted contract price.

3. TEMPORARY UTILITIES

Owner shall permit Contractor to use utility services, including water, electric power, heating, and cooling, without charge, as required to complete the Work. Contractor shall provide all required connections to these services in a safe manner and in accord with applicable codes. Contractor shall ensure that utility services furnished by Owner are not wasted. Before Final Completion, Contractor will remove all temporary connections and return the existing water, electric, heating, and cooling systems to a condition at least as serviceable as prior to the Date of Commencement.

4. JOB CLEANUP

Contractor shall regularly remove from the Job Site and storage areas all surplus material, waste, and debris resulting from the Work. At completion of the Work, Contractor shall remove all tools, equipment, and scaffolding brought to the Job Site by Contractor.

5. OWNER'S RESPONSIBILITIES

A. Saber is not a licensed Engineer, consultant or Certified Inspector. Saber is a specialty foundation repair contractor licensed to complete repairs to foundations. Owner may at their discretion hire the services of a Structural and Geotechnical engineer to review their property. Saber will complete the work in the manner specified by the engineer, a change order may be required in the event the engineer changes the scope of work as set forth under the contract. Owner is responsible for additional charges resulting from the engineers change to scope of work.

B. Owner will pay all application fees and connection charges imposed by utility companies or government agencies for bringing service to the Job Site, and for connecting gas, water, electricity, phone, cable, sewer, and drainage lines.

C. Owner, through its architect or engineer, shall have the location of underground utilities marked and verified prior to beginning work and such areas should be indicated in the contract documents. All costs associated with marking and verifying the location of utility lines are the responsibility of the Owner. Unless agreed to otherwise in writing, any costs to repair damage or loss of use of utilities resulting from the failure of the Owner to verify the location of utility lines is the responsibility of Owner.

D. Saber can, at the request and for an additional fee, provide the Owner with Utility Insurance for the Project.

E. If applicable, Owner shall provide a full set of complete and approved design plans and specifications. Contractor is entitled to rely on the construction drawings and specifications provided to it. Contractor does not represent any review of the design plans and specifications for completeness or suitability for intended use. This is the job of the engineer hired by the Owner.

F. Owner will allot an area for storage of equipment and/or materials by the Contractor.

G. Owner will not interfere with or permit others to interfere with, stop, hinder, or delay completion of the Work by Contractor except as provided under this Contract. Owner will put tenants/renters on notice of the Work. Owner will prevent children, pets, tenants/renters and/or any other non-saber employees from entering the work area during construction, this includes hours the construction crew is not onsite.

H. Owner understands unexpected costs may result from unforeseeable obstacle(s) beneath the surface of the soil including but not limited to: oversized or extra deep footers, hard soil conditions, rocks or groundwater. Saber is not responsible for additional costs or delays in work resulting from unforeseen obstacles beneath the surface of the soil.

6. PROJECT SCHEDULE

Contractor shall plan, develop, supervise, control, and coordinate the performance of the work so that job progress, sequence and timing conform to the construction schedule. If Contractor falls materially behind the currently approved construction schedule, Owner may require Contractor to prepare and submit for approval, at no cost to Owner, a plan for completing the Work within the Contract Time.

Job Details (Continued)

7. SCHEDULE OF PROGRESS PAYMENTS

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

A. The payment schedule is as follows:

- i. Down Payment (10 percent or \$1,000, whichever is less) must be paid with signing of contract. Work will not be schedule until down payment is received and processed. In the event down payment has not been received and/or fully processed and funded by owner's bank by the Permit date of issuance the project may be delayed and a new Project Schedule created.
- ii. 30% payment is required upon delivery of materials and commencement of work.
- iii. 50% payment is required upon installation of Piers, Clean Space or Smart Jacks.
- iv. Balance is due and payable upon project completion.
- v. Progress payments are payable by check and must be given directly to the on-site Project Foreman.

B. Submission of final payment by Owner constitutes waiver of all Claims by Owner against Contractor, except:

- i. Claims for Defective Work specifically identified before the making of final payment,
- ii. Any warranty or guarantee required by the Contract Documents, and

Any right Owner has as a matter of law.

8. NOTE ABOUT EXTRA WORK AND CHANGE ORDERS

A. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

B. Any Claims for increases in the cost of the Work or additional time to complete the Work will be presented by the Contractor to the Owner in writing (change order), and written approval from Owner shall be obtained by the Contractor before proceeding.

C. Email communications are deemed acceptable written approvals for all aspects of this Agreement.

9. PERFORMANCE OF EXTRA OR CHANGE ORDER WORK NOTICE

A. Owner may not require contractor to perform extra or change order work without providing written authorization prior to the commencement of any work covered by the change order.

B. Extra work or change order is not enforceable against Owner unless the change order identifies all of the following in writing prior to the commencement of any work covered by the new change order:

- i. The scope of work encompassed by the order.
- ii. The amount to be added or subtracted from the contract.
- iii. The effect the order will make in the progress payments or the completion date.
- iv. Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed upon legal or equitable remedies designed to prevent unjust enrichment.

10. DELAYS

A. In the event the Contractor is delayed in the execution of the Work by weather, acts of God, fire, flood, or any other unavoidable casualties, or by late delivery of materials or neglect by the Owner, the time for completion shall be extended for the same period as the delay occasioned by any of the aforementioned causes.

B. Contractor shall not be responsible for any consequential damages including but not limited to lose of rental income, investment income, habitation expenses or travel expenses claimed by Owner for any such delay as described in Section 10A.

11. INSURANCE

A. The Owner:

Agrees to maintain proper and appropriate insurance on the Property during the progress of the Work.

B. The Contractor:

Job Details (Continued)

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

Saber carries commercial general liability insurance written by HUB International Insurance Services Inc. You may call HUB International Insurance Services Inc at 858-373-6900 to check the contractor's insurance coverage.

WORKERS' COMPENSATION INSURANCE

Saber carries workers' compensation insurance for all employees.

12. MECHANICS LIEN WARNING

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officers sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary Notice' this notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you, it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's website at www.cslb.ca.gov or call CSLB at 1-800-321-CSLB (2752).

Remember, if you do nothing, you risk having a lien placed on your home. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

13. INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgements that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

VISIT CSLB's website at www.cslb.ca.gov

CALL CSLB at 1-800-321-CSLB (2752)

WRITE CSLB at P.O. Box 26000, Sacramento, CA 95826

14. THREE-DAY RIGHT TO CANCEL

You, the buyer, have the right to cancel this contract within three business days. You may cancel by mailing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

Job Details (Continued)

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

Date of Transaction: _____ Name on Transaction: _____

To cancel this transaction, mail, or deliver a signed and dated copy of this cancellation notice to the contractor at the contractor's place of business by midnight of _____ (Third business day following the date of transaction). Deliver to: South Coast Piering Inc., dba Saber at 43300 Business Park Dr. STE 204, Temecula, CA 92590.

I hereby cancel this transaction.

Buyer's signature

Date

15. LIMITED WARRANTIES

A. Contractor will complete the Work in a substantial and workmanlike manner according to standard practices prevalent in Contractor's trade.

B. Contractor warrants that:

- i. The Work will comply with all applicable building codes and regulations, and
- ii. The labor and materials provided as part of the Work will be free from substantial defects for 1 year from the date of completion.
- iii. Except for materials expressly designated otherwise, Contractor warrants that all materials and equipment furnished under this Contract shall be of good quality and new.

C. Attached is the Limited Product Warranty for the products installed as prescribed.

16. SUBSTANTIAL COMPLETION

When, in the sole opinion of Contractor, the Work is substantially complete, Contractor shall request acknowledgment of substantial completion by Owner. If Owner reasonably knows of nothing that prevents the Work from being substantially complete, Owner shall conduct an Inspection of the Work to evaluate compliance with the Contract Documents.

17. GOVERNING LAW

This Contract shall be governed by California law. Any litigation, mediation or arbitration proceeding shall be held in the County where the Property is located or as agreed to by the Parties.

18. DISPUTE RESOLUTION

While we believe we will not have any disputes on this project, at Saber we believe the best means of prevention of problems is to have good communication and a plan if a dispute arises. Therefore, this Contract is predicated on agreement to the following dispute resolution steps:

A. Communication

If there is any issue with regard to the work provided under this Contract, Owner is to contact Contractor in writing immediately to advise of the issue or concern. If written notice of any problem arising out of this Contract is not brought to Contractor's attention within thirty (30) days of Owner's discovery of the issue, Contractor is relieved of any responsibility for resolving the issue.

B. Mediation

Job Details (Continued)

In the event that Contractor and Owner are unable to resolve any of their differences concerning disputes arising out of the Contract, they agree to participate in nonbinding mediation concerning such differences prior to proceeding with any lawsuit. Mediation fees shall be split equally between the parties to a jointly selected neutral. Mediation is a condition precedent to any lawsuit or Arbitration. Failure to reasonably attempt to participate in good faith in mediation shall preclude the non-compliant party from any recovery of attorney's fees or costs.

19. ATTORNEY'S FEES

In the event a litigation or arbitration is instituted in connection with any claim arising from this Contract, the prevailing party shall be fully compensated for the cost of its participation in such proceedings, including the cost incurred for reasonable attorneys' fees and experts' fees. The attorneys' fee award shall not be computed in accordance with any court schedule, but shall be such as to reimburse all reasonable attorneys' fees actually incurred in good faith, regardless of the size of a judgment, it being the intention of the parties to compensate for all reasonable attorneys' and experts' fees paid or incurred in good faith.

20. COMPLETE AGREEMENT

This Contract constitutes the entire agreement between Owner and Contractor concerning the subject matter hereof. All prior agreements, discussions, representations, warranties, and covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this agreement. Any amendments or modifications of this agreement shall be in writing and executed by the contracting parties.

21. RETURNED CHECK DISCLAIMER

When you make a payment by check, you authorize us to process that check through your bank. If there are insufficient funds in your checking account, you will be required to pay a \$25 Returned Payment Fee as applicable by law. If another payment method is returned unpaid, by your bank, we may, if permitted by applicable law, charge a Returned Payment Fee. Each returned item received by Company due to insufficient funds will be represented to the presenters' bank no more than two times in an effort to obtain payment. Company is not responsible for any additional bank fees that will accrue due to the resubmission of the returned item.

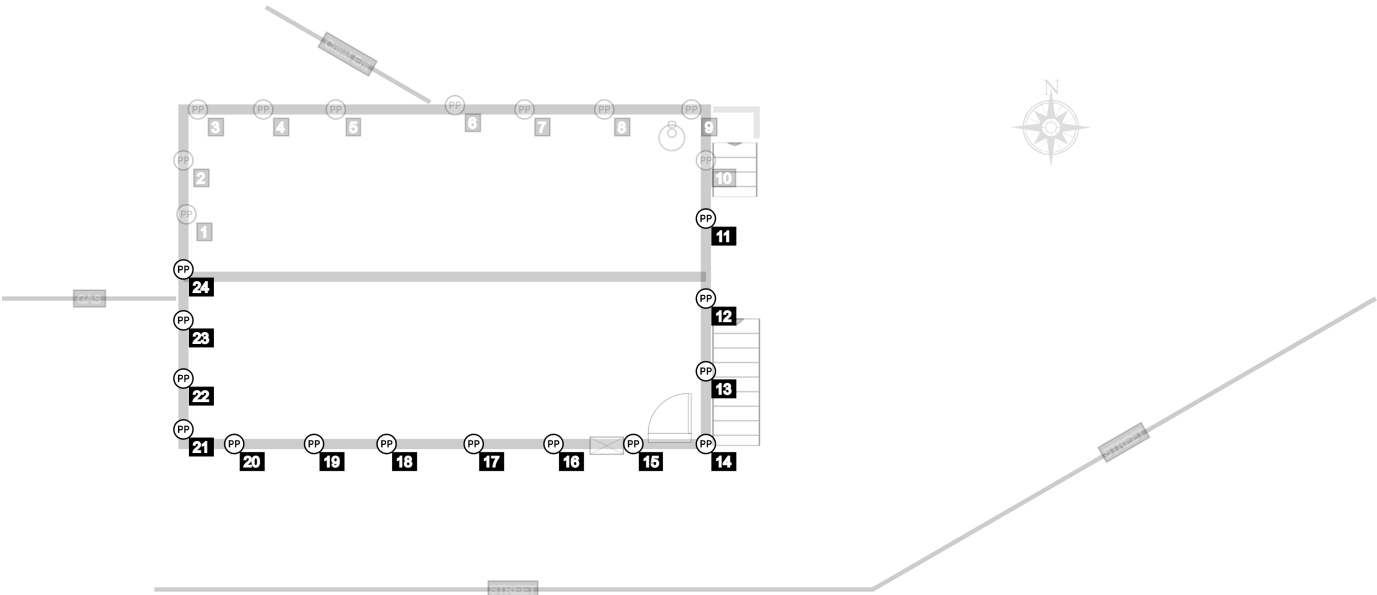
Product List

Permanently Stabilize Foundation

3" Push Pier, Low Profile Bracket	10
Utilities Insurance	1
Engineering Support	1

Recommendations to Your Project

Permanently Stabilize Foundation - Protect	15 3" Push Pier, Low Profile Bracket	\$33,087.30
Lift Settled Foundation	10 Lift Procedure	Bid Required



Material and Labor Warranty

This Warranty extends only to product installations for which full and final payment is received within thirty days of the date of installation completion. This Warranty is VOID if payment is not made as required above.

A. Sole and Exclusive Purpose

The sole and exclusive purpose of the Material and Labor Warranty is to provide adjustments, repair, or replacement of the installed product during the Warranty period due to failure of performance as described herein. Warranty for failure to perform for the Push Pier, Helical Pile, Helical Anchor, Smart Jack, PolyLevel, Nexus Pro, Clean Space, Dehumidifier and Sump Pump only applies to conditions as defined under B. Failure to Perform section.

B. Failure to Perform

Failure to Perform for installed products is as follows:

Push Pier or Helical Pier - a push pier or helical pier fails to perform as intended when the foundation footing in the immediate area of the product settles or moves downward/sinks more than one half of an inch after installation.

Smart Jack - a Smart Jack fails to perform as intended if corrosion reduces load bearing capacity lower than required per site conditions.

Helical Anchor - a Helical Anchor fails to perform as intended when the wall or foundation footing in the immediate area of the product rotates or moves outward more than one half of an inch after the installation of the pier.

PolyLevel - Exterior PolyLevel fails to perform as intended when exterior concrete in the immediate area of the product injection settles or moves downward/sinks more than one quarter of an inch after the application/installation of PolyLevel.

NexusPro - NexusPro fails to perform when it debonds from adjacent concrete.

CleanSpace - a CleanSpace fails to perform as intended when groundwater is found on top of the liner (when a complete perimeter drainage system and sump is installed). Warranty does not include damage from abuse.

Dehumidifier - a dehumidifier fails to perform when the unit does not operate per manufacturer specifications.

Sump Pump - a sump pump fails to perform when the unit does not operate per manufacturer specifications. Stoppage caused by debris in the unit is not considered Failure to Perform of the sump pump and therefore not covered by Warranty.

C. Sole and Exclusive Remedy

The sole and exclusive remedy that the Contractor is obligated to provide for the Push Pier, Helical Pile, Helical Anchor, Smart Jack, PolyLevel, NexusPro, CleanSpace, Dehumidifier or Sump Pump failure is limited to repair, replacement, or adjustment of the product itself.

The sole and exclusive remedy that the Contractor is obligated to provide for PolyLevel, used for interior void fill for further settlement in the original scope of the work area is to inject additional polyurethane resin under concrete that was originally part of Quote at \$10.50 per pound of material.

D. Material and Labor Warranty Period.

1. Push Pier, Helical Pier: Material and Labor for a period of 75 years.
2. Helical Anchor: Material and Labor for a period of 75 years.
3. Smart Jack: Material for a period of 25 years. Labor for a period of 1 year.
4. PolyLevel: Material for a period of 10 years. Labor for a period of 1 year.
5. NexusPro: Material for a period of 5 years. Labor for a period of 1 year.
6. CleanSpace: Material for a period of 25 years. Labor for a period of 1 year.
7. Dehumidifier: Material for a period of 5 years. Labor for a period of 1 year.
8. Sump pump: Material for a period of 3 years. Labor for a period of 1 year.

Repairs/remediations outside of the warranty period will be assessed at an agreed upon fee schedule for materials and labor.

Material and Labor Warranty (Continued)

E. Exclusions of Warranty

The contractor does not warrant to lift, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard. The customer should be aware that damage can occur to the structure during a lift operation and that the Contractor is not responsible for such damages. Vertically installed foundation push piers and helical piers provide vertical support, only, and cannot be expected to provide lateral support. If lateral movement occurs, additional work may be needed at an additional cost. Helical Tiebacks are designed to support the lateral movement of the home. The slope, surrounding structures, and hardscape, may still continue to move independently of the structure that has been underpinned; due to, but not limited to, slope creep, an act of God, floods and/or earthquakes.

Due to characteristics of concrete, this Material and Labor Warranty excludes crack repair from future cracking, newly poured concrete cracking, or matching the texture and/or color.

PolyLevel when used as interior void fill under a slab is excluded from warranty due to existing soil consolidation. If interior settlement reoccurs please see section C: Sole and Exclusive Remedy for interior PolyLevel.

NexusPro warranty is voided if the original application is modified. i.e.. covered with, but not limited to paints, water sealants, dyes, epoxies.

Other Exclusions of Warranty as follows:

- A. Heave – Heave or upward movement of the foundation due to soil expansion is excluded.
- B. Settlement – Settlement of the interior concrete slab not supported by piers, piles, or Smart Jacks or foundations not in the immediate area of the work as described in section B. "Failure to Perform."
- C. Area of Responsibility – All areas outside the immediate area of the installed products are excluded from this Warranty.
- D. Neglect – This Warranty does not include any repairs that may result from improper drainage, flooding of the foundation, lack or absence of rain gutters and downspouts that properly direct water away from the structure, or any other recommendations to grading and water control in the engineering Soils Report that are not implemented.
- E. Consequential Damages – This Warranty does not include consequential damages, including, but not limited to removal or replace or damage to concrete, brick, mortar, sheetrock, wallpaper, paint, rigid materials, or furnishings.
- F. Catastrophic Events – The installation of piers, piles, anchors or Smart Jacks do not prevent damages caused by Slope Failure, Soil Creep, earthquake, flood, seismic movement, explosions, tornadoes, acts of war or terrorism, acts of God, or interior damage. Therefore, not covered under the Warranty.

F. Warranty Transfer

Warranty transfers to the new property owner/owners at time of the property sale. Warranty transferred is limited to the remaining period of the warranty.

THE WRITTEN TERMS OF THIS WARRANTY, AS EXPRESSED ON THIS PAGE, REPRESENT THE ENTIRE WARRANTY OBLIGATION. NO OTHER AGREEMENT, UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, HAVE BEEN MADE OR ARE MADE BY THE CONTRACTOR. FURTHERMORE, NO PARTIES OR SALESPERSONS ARE EMPOWERED TO EXTEND OR ENLARGE THE WARRANTY AS STATED ABOVE. THIS WARRANTY GIVES SPECIFIC LEGAL RIGHTS IN ADDITION TO THE RIGHTS IMPLIED BY THE LAW WHICH MAY VARY FROM STATE TO STATE.