



**Prepared by:**  
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 License# 826234 - B, D30, D12, D06

**Prepared for:**  
 David Hendrix  
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**Job location:**  
 753 La Presa Ave  
 Spring Valley, CA 91977-5105

**Prepared on:**  
 2-4-2021

## Project Summary

Permanently Stabilize Foundation  
 Lift Settled Foundation  
 Utilities Insurance

Total Investment .....	\$17,213.80
Same Day Savings .....	\$834.95
<b>Total Contract Price .....</b>	<b>\$16,378.85</b>
Deposit Required - 10% .....	\$1,000.00
Deposit Paid .....	\$1,000.00
<b>Amount Due Upon Installation .....</b>	<b>\$15,378.85</b>

## Customer Consent

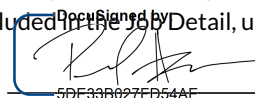
This Agreement is entered into between Saber License No. # 826234 ("Contractor"), a company organized and existing under the laws of the State of California, and "Owner" of the real property located at (see "Prepared For").

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**

  
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**Date**

2/4/2021 | 6:33 PM PST

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.

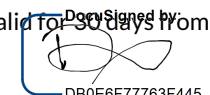
Contract Documents: The following documents are incorporated into this Contract as though fully set forth herein the "Contract Documents": (Project Schedule - Provided upon payment of Initial Deposit) (Job Details) (Product List) (Recommendations to Your Project) (Limited Warranty)

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.

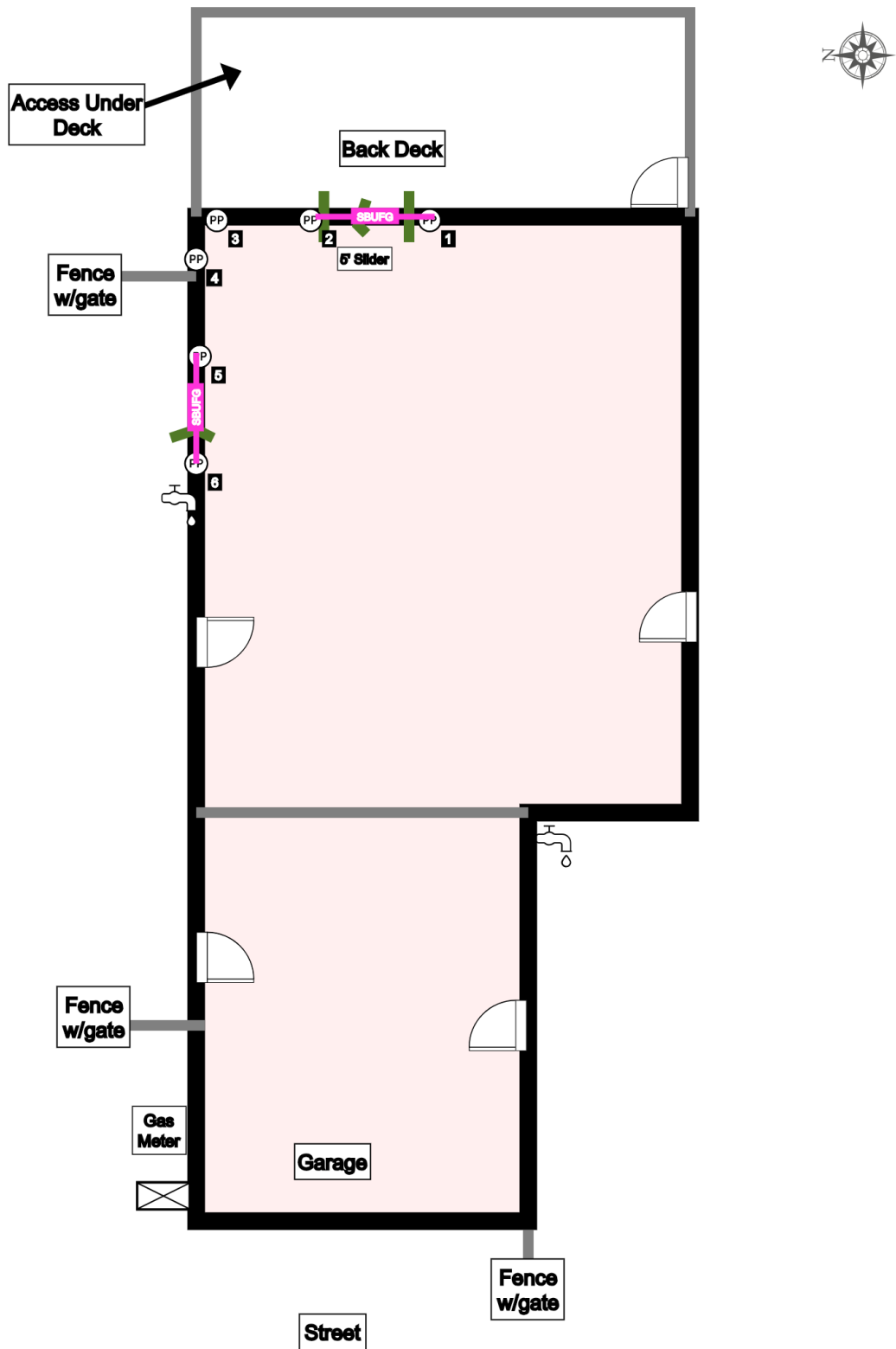
**Customer Signature**

  
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**Date**

2/4/2021 | 6:33 PM PST

# 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. Steel Beam Under Footing - Galvanized: Install 2" x 6" steel beam for additional reinforcement beneath existing concrete footing as indicated on the drawing. Lift Procedure: Attempt to lift foundation. Ability to lift foundation is subject to field conditions and restoration to original position is not guaranteed. Void Fill Under Slab: Void fill under the slab in areas shown on drawing. Contractor to coordinate utilities locating service and take responsibility for repairing any damage occurring to a private utility line during installation.

## 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

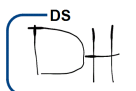
- 1.) Lift the foundation, foundation slab or concrete slab to maximum practical recovery. Saber is not responsible for cosmetic damage that may result.
- 2.) Install piers to any depth necessary at no additional cost to the customer.

## Customer Will

- 1.) Move items at least 10 feet away from the work area.
- 2.) Mark any private lines that may be hidden underground, and assumes all liability if damage should occur to such lines.
- 3.) Customer elects to NOT have Engineering and Permits provided by Saber
- 4.) The customer is aware that Poly void fill under slab requires an installer to drill 5/8 inch holes every 3 feet in a square grid on the interior of the house. Saber will patch the holes. Saber is not responsible for the color to match the existing floor.

## Additional Notes

Customer is going to remove some of the back decking to provide room to install piers on the East side of the house, 15'x3'.



# 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](http://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:

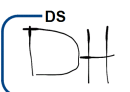
VISIT CSLB's website at [www.cslb.ca.gov](http://www.cslb.ca.gov)

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

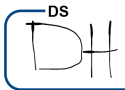
3" Push Pier, Low Profile Bracket .....	6
Steel Beam Under Footing - Galvanized .....	16

### Lift Settled Foundation

Lift Procedure .....	6
Void Fill Under Slab .....	100

### Utilities Insurance

Utilities Insurance .....	1
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# Recommendations to Your Project

Permanently Stabilize Foundation - Protect	26 3" Push Pier, Low Profile Bracket	\$55,145.48
Engineering/Permit Support	1 Engineering Support	\$650.00
Crack Stitching	29 Composite Crack Stitching	\$2,175.00
Stabilize East side of House	7 3" Helical Pier, Light Duty Bracket 8 Steel Beam Under Footing - Galvanized	\$16,285.43



# 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.

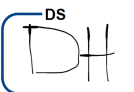
Other Exclusions of Warranty as follows:

- 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.





# Certificate of Extended Limited Warranty

Supportworks is the international leader in foundation stabilization with the most complete team of engineers and support staff in the industry. The dealer providing you with foundation repair services is part of Supportworks' expansive network of the best foundation repair contractors in North America.

While we remain confident in our products and both the ability and stability of the dealer installing foundation repair products for you, we know that warranty issues can arise from time to time. In our quest to provide a superior level of protection to all Supportworks customers, we offer this Extended Limited Warranty ("Warranty"). This Warranty is separate from the warranty given to you by the installing dealer and provides you with the peace of mind that you will have access to warranty service in the unlikely event that the dealer would go out of business and be unable to fulfill its warranty obligations to you.

You should know that this Warranty is made available to you because of your installing dealer's commitment to care for you. Your dealer and Supportworks have come together to ensure that you are covered for the life of your foundation repair project's warranty.

## When Does The Warranty Commence?

The Warranty commences when the authorized Supportworks dealer who installed the Supportworks residential retrofit push or helical piling or wall stabilization (GeoLock, Helical Anchor, CarbonArmor, or PowerBrace) system in your home ("System") or any successor of such dealer (regardless of whether such dealer has a different name, ownership, or currently installs Supportworks products) is no longer in operation and has made no other provision for honoring the original warranty for your System. The dealer who installed the System must have participated in Supportworks' Extended Limited Warranty program at the time the contract for the System was signed. Supportworks retains a record of participating dealers. If you want to verify a dealer's participation in this program, feel free to call Supportworks' Customer Service Department at 1-800-281-8545.

## What Is Covered By The Warranty?

The Warranty covers you in the event the System does not perform to the standards set forth in the Warranty contained on the back side of this Certificate. In such event, Supportworks in its sole discretion will 1) pay for another Supportworks authorized dealer or contractor of its choosing to repair or replace your System, 2) refund the money you paid for the System, or 3) provide a combination of options 1 and 2. In any case, Supportworks' maximum liability to you under this Warranty shall not exceed the price you paid for the System.

## What Is Not Covered By The Warranty?

The items listed under "Exclusions From This Warranty" on the back side of this Certificate are not covered by the Warranty.

## How Long Does Coverage Last? Does It Extend To Future Property Owners?

Coverage under this Warranty lasts for the remainder of the life of the original warranty for the System and extends to future owners of the property in which the System is installed. If the dealer who installed your System offered you a lifetime warranty, the term "lifetime" shall be defined under this Warranty as the life of the structure in which the System was installed or seventy-five (75) years from the date of the System's installation, whichever occurs first.

## Do You Need To Enroll With Supportworks Or Pay Extra In Order To Be Covered By The Warranty?

No. Supportworks and your participating dealer want to keep this process very simple for you. All you need to do is retain your original signed contract and its accompanying warranty. And, this Warranty won't cost you (or anyone you transfer the Warranty to) anything extra.

## How Can You Obtain Service Under This Warranty?

To obtain service under the Warranty, call Supportworks' Customer Service Department at 1-800-281-8545. Because Supportworks does not keep a registry of customer contracts, you or any future owners of the property in which the System is installed are required to present Supportworks with a copy of the original signed contract for the System (including the original warranty) in order to receive service under the Warranty.

## How Does State/Provincial Law Apply?

This Warranty gives you specific legal rights and you may also have other rights which vary from state to state or province to province.



## Supportworks, Inc. Extended Limited Warranty

**Standard Exclusions As Permitted By Law** – This Foundation Supportworks, Inc. Extended Limited Warranty (the “Warranty”) is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of Foundation Supportworks, Inc. (“FSI”) to you. There are no other verbal or written warranties, no warranties which extend beyond the description on the face hereof, and NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE TERM OF THIS WARRANTY.

**General Terms** – This Warranty commences when the authorized FSI dealer who installed the FSI residential retrofit push or helical piercing or wall stabilization (GeoLock, Helical Anchor, CarbonArmor, or PowerBrace) system in your home (“System”) or any successor of such dealer (regardless of whether such dealer has a different name, ownership, or currently installs FSI products) (“Dealer”) is no longer in operation and has made no other provision for honoring the original warranty for the System. The Dealer must have participated in FSI’s Extended Limited Warranty Program at the time the contract for the System was signed. This Warranty is in effect if you have paid for the System in full and, alternatively, is null and void if you did not pay for the System in full. For the applicable time periods indicated below, this Warranty is transferable at no charge to future owners of the structure in which the System was installed. For purposes of this Warranty, a “lifetime” warranty offered by a Dealer shall mean the life of the structure in which the System is installed or seventy-five (75) years from the date of the System’s installation, whichever comes first. To obtain service under this Warranty, you must present FSI with a copy of the original signed contract for the System and its accompanying warranty. FSI’s maximum liability to you under this Warranty is the price you paid for the System.

**Foundation Piers** – FSI warrants that the foundation piers will stabilize the affected area(s) against further settlement for the remainder of the life of the original warranty given by the Dealer for the System, or else FSI will, in its sole discretion, 1) arrange for another Dealer or contractor of its choosing to provide the labor and materials, at no cost to you, to correct the problem with the foundation piers, 2) refund the money you paid for the System, or 3) provide a combination of options 1 and 2. Foundation 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 charge. FSI assumes no liability for damage from lateral movement.

**GeoLock/Helical Anchors** – FSI warrants that the GeoLock/Helical Anchors will stop further inward movement of the wall(s) repaired for the remainder of the life of the original warranty given by the Dealer for the System, or else FSI will, in its sole discretion, 1) arrange for another Dealer or contractor of its choosing to provide the labor and materials, at no cost to you, to correct the problem with the GeoLock/Helical Anchors, 2) refund the money you paid for the System, or 3) provide a combination of options 1 and 2. Walls that do not have GeoLock/Helical Anchors installed entirely from corner to corner, by the Dealer, are not warranted. GeoLock/Helical Anchors are warranted only to stabilize the affected wall(s) and not straighten them. If you desire further outward movement in the wall(s) repaired, you may tighten the installed GeoLock/Helical Anchors per manufacturer recommendations, but you assume all liability for damages due to over-tightening of the GeoLock/Helical Anchors.

**PowerBraces** – FSI warrants that the PowerBraces will stop further inward movement of the wall(s) repaired for the remainder of the life of the original warranty given by the Dealer for the System, or else FSI will, in its sole discretion, 1) arrange for another Dealer or contractor of its choosing to provide the labor and materials, at no cost to you, to correct the problem with the PowerBraces, 2) refund the money you paid for the System, or 3) provide a combination of options 1 and 2. Walls that do not have PowerBraces installed entirely from corner to corner, by the Dealer, are not warranted. PowerBraces are warranted only to stabilize the affected wall(s) and not straighten them. If you desire further outward movement in the wall(s) repaired, you may tighten the installed PowerBraces per manufacturer recommendations, but you assume all liability for damages due to over-tightening of the PowerBraces.

**CarbonArmor** – FSI warrants that the CarbonArmor will stabilize the affected area(s) against further inward bowing at the center of the wall(s) repaired for the remainder of the life of the original warranty given by the Dealer for the System, or else FSI will, in its sole discretion, 1) arrange for another Dealer or contractor of its choosing to provide the labor and materials, at no cost to you, to correct the problem with the CarbonArmor, 2) refund the money you paid for the System, or 3) provide a combination of options 1 and 2. Walls that do not have CarbonArmor installed entirely from corner to corner, by the Dealer, are not warranted. CarbonArmor is warranted only to stabilize the affected wall(s) and not straighten them. CarbonArmor is installed to prevent further bowing of the wall; however, it cannot be expected to stop leaning in at the top of the wall or shearing in at the bottom of the wall. In cases where this occurs, additional work may be needed at an additional charge.

**Exclusions From This Warranty** – This Warranty does not cover and FSI specifically disclaims liability for: 1) exterior waterproofing or lack thereof, dust incidental from installation, utility line breakage, cosmetic damages, any finish carpentry, painting, etc. that needs to be done after the System is installed, any damages done during a lifting operation, or any other damage caused by the Dealer; 2) damages caused by your negligence, misuse, abuse, or alteration of the System; 3) fire, theft, or acts of God such as hurricane, earthquake, flood, or hitting methane gas; 4) damages to your personal property of any type; 5) any type of damages caused by mold; 6) water seepage in the basement; 7) heave or any damages caused by heave; 8) anything else expressly disclaimed in the original warranty for the System; and 9) incidental and consequential damages. Some states/provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation on such damages may not apply to you.