

## Warranty

### **Artisan Built-ins will repair, free of charge, defects in workmanship performed under a Bid Proposal (Proposal) or an Estimate for one year (365 days).**

Warranty is for labor only, and materials when supplied by Artisan Built-ins. Warranty does not apply to failure of materials supplied or requested by Customer, manufacturers recommended use or customer negligence, normal wear and tear, acts of God, or a change in the Customer's mind. Warranty becomes effective when complete payment has been credited to Artisan Built-ins account. Warranty work does not extend the original warranty period. Incomplete payment for any reason voids the warranty. Artisan Built-ins has the right to refund all of or a portion of the cost in lieu of work completion or warranty work. If the Customer or Customer's contractor modifies work performed by Artisan Built-ins in any way, the warranty is void. Neither the warranty nor the Proposal is transferable. All claims must be accompanied by original contract.

If materials are supplied by Artisan Built-ins, manufacturer's warranty will apply to the material. Artisan Built-ins reserves the right to approve any Customer supplied materials.

Permits are the sole responsibility of Customer unless otherwise stated on the Proposal. All selections relative to style, color, texture, etc. are the sole responsibility of the Customer. Artisan Built-ins does not guarantee matching of existing paint, stain, tile, caulk, grout, texture, mortar, etc. However, cracks in caulk lines will be touched up within the Warranty Period at the Customer's request, up to three times.

All changes to the Proposal must be made in writing and initialed by the Customer. If hidden problems are discovered during the job, the craftsman will stop all work and rebid the job. If Customer orders materials for delivery to job site, Artisan Built-ins reserves the right to begin work only after all materials for the job are onsite. If Customer represents that all materials are delivered, but work is delayed due to missing materials, the craftsman may stop all work and rebid the job at his discretion. If rebid is required, no work will continue until Customer agrees to the additional work in writing and change is initialed by the Customer.

Proposals are valid for 30 days. If the Customer should stop work on the job, payment will be due based on the work completed. By authorizing work, Customer represents that Customer is the owner of the property where the work will take place, or is an authorized agent of the property owner. Payment in full is due immediately upon completion of work described in the Proposal or Estimate. Payment by Customer, or Customer's signature on Invoice, indicates Customer has inspected and accepted quality and completion of all work performed. A surcharge of \$25 will be assessed on all return checks. This agreement is non-negotiable.

In the event a dispute or controversy arises out of or relating to this Warranty, such dispute or controversy shall be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award may be entered in any court of competent jurisdiction. This warranty supersedes all other previous agreements, and advertisements, written or oral. There are no other warranties/guarantees expressed or implied and there is no liability for consequential damages of any kind. Any representations made by the craftsman other than those set forth on this Warranty are hereby disclaimed by Artisan Built-ins.

Any provision of this Warranty that is prohibited, unenforceable, or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability, or legality of such provision in any other jurisdiction.