**Limited Warranty Certificate**

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| Today’s Date: |  | Customer Name |  |
| Insurer Claim #: |  | Eberl #: |  |
| Property Address: |  |
| Participating Buyer Name: |  | Eberl Network Contractor |  |

 The Eberl Network Contractor hereby warrants to the Customer that the construction services performed to Customer’s structure (“Structure”), located at the Property Address, to be free from defects in workmanship for a period of three (3) years from the Completion Date, as set forth in the Certificate of Satisfaction (the “Limited Warranty”). **The Limited Warranty applies and is limited as follows:**

1. To the construction work performed at the Property Address only as the Property Address remains in the possession of the original Customer.
2. To the construction work performed by the Eberl Network Contractor that has not been subject to accident, misuse, or abuse after Contractor completed the work.
3. To the construction work that has not been modified, altered, defaced, or had repairs made or attempted by others, after the Eberl Network Contractor completed the work.
4. Notice. The Customer will immediately notify, within 10 business days of the first knowledge of any defect(s), the Eberl Network Contractor at the contact information below.

 **Warranty Notices Shall Be Made to:**

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1. The Customer will cooperate in granting access to the Eberl Network Contractor to the Structure in order to inspect all areas associated with any warranty claim.
2. Approval of all warranty claims and settlements, and approval or all remedies covered by this Limited Warranty, shall be the sole discretion of the Eberl Network Contractor.
3. The Customer will make all reasonable efforts to cooperate with the Eberl Network Contractor. The Eberl Network Contractor will be given the first opportunity to make any repairs, or placement, or corrections to any defective construction at no cost to the Customer within a reasonable period of time.
4. Under no circumstances shall the Eberl Network Contractor be liable by virtue of this Limited Warranty or otherwise for damage sustained by any person or property, including, but not limited to, indirect, secondary, or consequential damages of any nature however arising out of the use or inability to use the Property Address because of any construction defects.
5. No other warranties: NO OTHER EXPRESS WARRANTY IS GIVEN BY THE EBERL NETWORK CONTRACTOR TO HONOR. THE REPAIR OF THE SUBJECT PROPERTY IS THE EXCLUSIVE REMEDY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL IMPLIED WARRANTIES, AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.
6. Incidental or consequential damages: UNDER NO CIRCUMSTANCE SHALL THE EBERL NETWORK CONTRACTOR BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO OR LOSS OF USE OF THE PROPERTY ADDRESS OR ITS CONTENTS, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, OR UNDER ANY OTHER THEORY OF LAW.
7. Payment: This Limited Warranty shall not be or become effective unless and until all payments have been made in full for the services performed pursuant to the Work Authorization executed by the Customer and the Eberl Network Contractor.
8. It is expressly understood and agreed by the Customer that this Limited Warranty Certificate is provided exclusively by the Eberl Network Contractor. Neither Eberl Claims Service, LLC nor Customer’s insurance company have any liability for the warranty provided herein.
9. This Limited Warranty does not apply to any emergency services performed to repair, restore, or stabilize a loss to property which, if not addressed immediately, will result in additional damage until measures are completed to prevent such damage.

***I have read, understand, and agree to the above. I am the owner of the Property Address or am authorized to enter this agreement on behalf of the owner of the Property Address.***

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| **Witnessed on** |  ……/……./…….. |
| Eberl Network Contractor |  | Customer Name |  |
| Signed by Contractor |  | Signed by Customer |  |