

Guarantee of Work to be Performed

Staples Energy pledges to its customers that all material, workmanship, and/or building improvements provided will be free of defects, will be of a specified quality, and will perform properly for a period of one year from the day of commencement of use, substantial completion of the project, or a date of notice of completion of the project, whichever is the first to occur.

Staples Energy will assign and deliver to owner all guarantees, warranties, and quality instructions of all subcontractors, equipment manufacturers, and material suppliers that are applicable to the project.

Within 10 days of the first knowledge of any defect or failure to operate properly, Staples Energy is to be notified, in writing, of same by owner or his/her agents, and shall be given first opportunity to promptly repair, replace, and/or correct item found to be defective, or that fails to function properly, at no cost to the owner within a reasonable period of time. This warranty does not apply to any construction work that has been subjected to an accident, misuse and abuse, nor to any construction work that has been modified, altered, defaced, and/or repairs made or attempted by others.

What is not covered in this warranty. Under no circumstances shall Staples Energy be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damage of any nature however arising out of the use or inability to use because of the construction defect. Staples Energy is not liable for repair conditions caused by chemical or sedimentary build up, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, lightning, mud, earthquake, soil movement, soil sediment, storms, accidents, pest damage, or acts of God. Staples Energy will not perform normal or routine maintenance, and they will not pay for failures that result from the Contract holder's failure to perform normal or routine maintenance. Staples Energy will not repair or replace any covered systems or appliances if they are inoperable as a result of preexisting conditions.

Staples Energy is not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements.

Staples Representative Signature

Date

Customer Signature

Date