# **WARRANTIES**

Last updated August 22nd, 2024

#### **AGREEMENT TO WARRANTIES**

These Warranties constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Iron Barn Construction, LLC ("Company", "we", "us", or "our"), concerning the Services ("Services") provided by us. Failure to pay your invoice in full with us voids this warranty policy.

#### **GENERAL WARRANTY**

We warrant to you that the materials furnished and used in conjunction with our Services will be of new and good quality unless otherwise required or agreed upon by you and us. Our Services rendered to you will conform to the requirements of our invoice, and that our work will be free of any liens, security interests, defects in title upon conveyance. Our warranty excludes remedy for damage or defect outlined in (a) our Workmanship and Callback Warranty, (b) modifications to the project not approved or executed by us or our subcontractors, and (c) insufficient or improper maintenance or operation not the fault of us, or for those whose acts we are responsible for. If a deficiency is found by federal, state, municipal laws, ordinances, and regulations, we shall promptly remedy any violation of such law, ordinance, rule, regulation, or order that is brought to our attention as it relates directly to our Services performed by us to you without any additional cost. We shall be responsible to you for any omissions or acts by any of our subcontractors, their employees, their agents, or any other person performing portions of our Services, to the same extent as omissions or acts of us hereunder.

### **WORKMANSHIP AND CALLBACK WARRANTY**

We warrant and represent that all Services provided by us and our subcontractors will be performed in a professional and workmanlike manner, in accordance with the highest applicable standards of industry. We warrant each of our employees, and subcontractors assigned to perform services for your project under this workmanship warranty have the proper training. background, and skills to be able to perform our Services in a complete and competent manner. For the purposes of our workmanship warranty, the "highest applicable industry standard" is defined as the skill, diligence, degree of care, and efficiency of a professional possessing the correct technical expertise in the performance area, and acting in a like capacity that would be exercised in similar circumstances. Our work will be free of faults and defects not inherent in the quality of the material. You will notify us of any Service warranty deficiencies within three hundred and sixty five (365) calendar days from the complete payment date of your invoice that gave rise to the warranty claim. Unless otherwise noted on your invoice, complete payment of your invoice is considered acceptance of this warranty. This warranty does not cover abuse by anyone other than us or our subcontractors, normal wear and tear, acts of "God," or any other event not related directly to Services provided by us. Furthermore, if you disagree and choose not to conform to our installation standards, practices or recommendations, this warranty will be void, and your invoice will reflect the same.

## **CONTACT US**

If you have any questions relating to our warranties please contact us.

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