



CRAFTSMAN UNLIMITED INC

Non-Warranted Items/Clauses

As a long standing rule, Craftsman Unlimited Inc. does not warranty the following items. We will only honor and warranty workman ship as defined by American Psychological Association (APA) source cited below document. This is a result of our experiences with the kind of work that simply cannot be guaranteed for a year because of material defects, aging, and/or other conditions in the environment which work was performed. Craftsman Unlimited is not the creator nor the manufacturer of products used on site. If defects to products arise these disputes will be taken up with the manufacturers not Craftsman Unlimited for which a non manufacturer cannot be held liable for latent or manufacturer defects. This applies to products purchased by Craftsman Unlimited and home owner. At no time will home owner hold Craftsman Unlimited or its associates liable for product defects, recalls and any other product liability issues if they arise. Craftsman Unlimited has and will only manage workmanship and follow manufacturer's recommendation in regards to installation of products and recommended installation practices provided by the manufacturer. Either by signing or by reading this line the home owner acknowledges statements made above and below; acknowledges proper recourse directly through the manufacturer of products used on this project.

- 1) Any material. The manufacturer and or store provide material warranties, and if we purchase anything, we will leave the warranty information with the client.
- 2) Plumbing: Leaky faucets and toilets. Unless the entire unit is replaced, we will not warranty the repair. Replacing stems or washers or innards only generally leads to being called back to fix the problem again when something else breaks.
- 3) Squeaky floors. Whether we think it's a new joist problem or just a talcum powder problem, we will not warranty squeaky floor repairs.
- 4) Roof repairs: We do not warrant roof repairs since water travels, and a leak may occur only sporadically due to wind and weather conditions.
- 5) Ceilings: Stipple, popcorn and textured ceilings. We will do your best to match the existing pattern but no warranty is given.



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- 6) Paint: Paint color and type, the color and size — any issues of personal choice. The client should select any items of choice — color or texture or size. If we are asked to match an existing color etc, we will do your best, but cannot warranty these items. Client must select and approve.
- 7) Caulk and grout are not warranted since within only a few months they can deteriorate due to maintenance issues; such as home owner using corrosives and not using mild detergents.
- 8) Cheap Shortcuts: Don't ask. If we are asked to make a repair that is a cheap short cut — bondo instead of replacing trim, for example — this repair is being made this specific way at the customer's request and is not warranted.
- 9) At our discretion. If we think that the problem will recur because of an underlying situation, then we will not warranty the work, and we may choose to write a change order describing the issue needing fixed before proceeding. If homeowner elects to not do the necessary changes then owness falls on homeowner and home owner acknowledges to not hold liable Craftsman Unlimited or its owners not its employees accountable for what happens after the work has been performed.
- 10) Tiles; natural or man-made, cultured will never be warranted by Craftsman Unlimited. i.e. porcelain(s), ceramics, silicon made stick on or glue downs, stones of all types, will never be warranted by Craftsman Unlimited or its owners. If tile defects arise; if selected and purchased by homeowner(s) then home owner(s) acknowledges recourse only through manufacturer not through Craftsman Unlimited or its owners/employees. If Craftsman Unlimited or it's owners select and buy tile goods then the same above applies in regards to warranties as Craftsman Unlimited nor its owners are the manufacturers of tile goods and manufacturer warranty is the only warranty that exists. Homeowner(s) agrees to never hold liable Craftsman Unlimited or its owner/employees responsible for defects under any circumstances. No exceptions.



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- 11) Questions & Distractions: Questions regarding scope of work will be handled after or before work hours begin. All questions regarding the work being performed should have been asked before the work began. At no time will homeowner actively engage in conversation with workers on the jobsite or make changes to scope of work being performed. One iota of verbal communication with workers or its owner on the job site will void all warranties as distraction and disruption will and can result in mistakes. Mistakes will be deemed as the homeowners fault for being too involved and deliberately distracting contractor on site. Once distraction has occurred and warranty is voided then homeowner will pay the cost of repair to distracted work on site. No Exceptions or arguments will be acknowledged to this matter.
- 12) Any and all wood products; both milled and manufactured; and includes particle boards, laminates, substrates, trims of all types, deck boards of all types; this includes plastics woods and synthetics, brazilian woods, pines deck boards and oaks as well as maple; as they are nature made and not man made and are not under any circumstances warranted by Craftsman Unlimited and we make no provisions to have relationships to or with companies manufacturing any and all above wood products in the world or our universe.
- 13) Breakage or Vandalism: Breakage if done by contractor is warranted only if contractor admits to have broken goods on site. Breakage, if committed by contractor, must be properly documented and agreed upon in writing in order for replacement of such part(s). If homeowner/client broke goods on site the same is true and will be treated as mutual, then homeowner/client agrees to replace such part(s). At no time will homeowner(s) ever expect contractor to provide free goods or free services on site. Breakage to goods on site as a result of homeowner(s) hands will terminate contract(s) and warranties if any and is retroactive. Homeowner(s) knowingly and having actively engaged in a workman like manner on the job site without the consent of Craftsman Unlimited Inc. or its owners will have accepted termination of all warranties and contracts associated with scope of work and job. Vandalism, whether committed by homeowner(s), neighbors, friends, strangers or dogs; will be grounds for immediate termination of all written and stated warranties and contracts.



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- 14) Lies and Deceit: Lies and deceit perpetrated by homeowner(s) before, during, and after contractual relationship will be grounds for immediate termination of contract and all warranties will also be void. Lies and deceit will be taken as a case by case basis. Following the warranty procedures and contractual agreements as set forth in all part of this document will have insured that warranties will stay intact. Homeowner(s) who have intentions of signing a contract with knowledge of intent to defraud Craftsman Unlimited Inc. knowingly and not have the means to follow through with contract stipulations, whether maliciously or not will be in full breach and will result in all workmanship warranties being made void. This and all statements made herein serves as an addendum to all signed contracts old and new.
- 15) Re-Imbursement for warranty items: We, Craftsman Unlimited, make no provisions in anyway shape or form and make no promises nor imply in anyway that a monetary reimbursement will or should be paid to past, new or would be clients for products purchased by home owner or contractor. This includes Craftsman Unlimited Inc., its affiliates, employees or its owners. Having stated this; homeowner(s), prospects, clients, consumers assume all responsibility for products used on job site and become the sole property of homeowner(s), prospects, clients, consumers. And in now way will homeowner(s), prospects, clients, consumers hold Craftsman Unlimited Inc., its affiliates, employees or its owners liable for damages resulting from products being used or stationed on job site. Materials bought and installed by contractor only specific to scope of project will only be warranted for workmanship and not materials defects. Re-imbursement for those materials installed is the sole responsibility of the home homeowner(s), prospects, clients, consumer(s) to be paid directly to Craftsman Unlimited immediately before work begins and in order to activate warranty on workmanship only as defined above.
- 16) Refunds: Refunds will never be issued for labor performed. Labor started is labor money spent therefore there cannot be a refund. Material refunds will never happen unless the material has never been installed. Materials refunds in most cases are non-refundable due to exorbitant re-stock fees associated with taking materials back. Craftsman Unlimited will not take the risk of associated restock fees and will not refund materials that require special transportation needs. Small packaged items that fit in only one 5 gallon bucket will be returned. Special order items are also non-refundable since the supplier does not refund those items. Only severely damaged goods are refundable and in some cases are only replaceable. Store credit in most cases is the only tangible source of refund allowed by most suppliers today. We only extend the same line of refund terms as provided my major suppliers and is only through the supplier not Craftsman Unlimited. In short no



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refunds. Refunds requests for materials is between the buyer and supplier not Craftsman Unlimited Inc., its affiliates, employees or its owners.

- 17) Special Orders: Special orders processed through homeowner(s), prospects, clients, consumers, are not Craftsman Unlimited Inc. responsibility unless we sign and pay for it. Otherwise homeowner(s), prospects, clients, consumers agree by doing business with Craftsman Unlimited, that homeowner(s), prospects, clients, consumers assume all risk with special orders. Craftsman Unlimited will never engage in special order items because of the associated risk and that has been our policy since 1998. No warranty on products purchased through special order or by choosing a product off the shelf is ever warranted by Craftsman Unlimited Inc. Homeowner(s), prospects, clients, consumers agree to go through manufacturer or supplier of special order item or off the shelf product for any and all warranty related issues. This is not limited too just special order items but all products made in this world and agree to not hold liable Craftsman Unlimited responsible for special order items or off the shelf products of any kind.
- 18) The sole responsibility of warranty issues rest on the home owner before, during and after signing a contract with Craftsman Unlimited Inc. This document shall serve as public record and knowledge that no consumer, home owner/customer signing a contract with Craftsman Unlimited; will ever be compelled to go after Craftsman Unlimited or its employees, associates no matter what the situation is. By reading these statements consumer acknowledges **to never** hold Craftsman Unlimited, its employees and its associates at fault for manufacturers defects no matter what the circumstance and agrees to only go after the manufacturer of that product as is such for common law and common sense which we should all follow. This document shall serve as public knowledge to all past and current contractual relationships existing or non existent, as an addendum, to past and current contracts whether closed, open, in dispute or otherwise stated and will be treated as binding and is also non-negotiable. Arguments, disputes, statements, emails correspondences whether verbalized or written in electronic form even, shall be dismissed immediately as illegitimate arguments and again consumer acknowledges after reading all the above never to hold Craftsman Unlimited, its affiliates, employees and owners responsible or liable for any issues arising from manufacturers defects. Printing, opening, viewing, downloading, forwarding, sending, transmitting this document in any matter whether through electronic format or through the U.S. Postal service, or through any media type shall be constituted as reception of this document and shall also serve as admittance of public knowledge to all the statements made throughout this document. Not reading this document will be deemed as still having accepted the terms within the



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statements made throughout and having this knowledge is the responsibility of the consumer not Craftsman Unlimited Inc., its affiliates, employees, or its owners to properly disseminate. The information contained herein is subject to change without notice and will be used to enforce proper warranty and materials handling issues as is necessary and as the market conditions change and as Craftsman Unlimited Inc. see fit. The information contained herein is to serve once again as public knowledge and to give notice to all those who wish to do business with Craftsman Unlimited Inc. and all those who have done business with us, that a proper way of handling warranty issues has always been in place and is enforceable. The information contained herein on these pages is inadmissible in the court of law.

American Psychological Association (APA):

workmanship. (n.d.). *Dictionary.com Unabridged (v 1.1)*. Retrieved July 12, 2007, from Dictionary.com website: <http://dictionary.reference.com/browse/workmanship>

7/13/07