



## Residential Limited Lifetime Workmanship Warranty

**Identity of Warrantor:** Allstar Home Services, LLC, d/b/a Como Premium Exteriors (hereinafter referred to as "CPE").

**Location of Warrantor:** 3504 Interstate 70 Drive SE, Columbia, MO 65201

**To Whom Given:** This Residential Limited Lifetime Workmanship Warranty (hereinafter referred to as "LLW") is extended to Customer who is also the current owner of the single-family residence where CPE has performed a Full System Replacement of the entire system for that specific trade being warranted (the "Work"). This LLW applies only to those exterior product systems which are completely removed and replaced with new products from all areas of the single-family residence by CPE. A Full System Replacement may also apply to a single window or door if it is fully removed and replaced with a new product. All Partial System Replacement of exterior product systems on the single-family residence shall carry a 1-year limited workmanship warranty.

**Coverage:** Beginning on the LLW Commencement Date, defined below, CPE warrants that the Work will be free of latent defects due to faulty workmanship, subject however to the limitations and Exclusions described and/or defined below, and provided further that certain warranties shall expire at the end of the LLW Periods, defined below.

**Exclusions and limitations on the LLWs:**

WORK	LLW PERIOD	EXCLUSIONS AND LIMITATIONS
Shingle Roofs	Lifetime	10-year warranty on flat and dormer roofs that require membrane roofing.
Vinyl Siding	Lifetime	Any caulking issues or defects are limited to a three-year warranty.
James Hardie Siding	Lifetime	Any caulking issues or defects are limited to a three-year warranty.
LP SmartSide Siding	Lifetime	Any caulking issues or defects are limited to a three-year warranty.
Windows & Doors	Lifetime	Any caulking issues or defects are limited to a three-year warranty.
Gutters & Downspouts	Lifetime	Any joint sealer issues or defects are limited to a five-year warranty.
Soffit & Fascia	Lifetime	Discoloration and/or oil-canning of metal is excluded from coverage under the LLW.
Decks	Lifetime	Product deterioration, home settling, cracking/splitting of lumber, and warping of lumber. Painting, staining, and/or sealing is the responsibility of Customer and damage caused due to such deferred maintenance is excluded. CPE is not responsible for scratches/blemishes, screen tightening or other damage caused after installation.

No representative of CPE has authority to expand the scope of or extend the duration of this LLW or to make agreements with respect hereto. There shall be no other agreements with respect to the subject matter contained herein, either verbal or implied, which supersede this LLW as it relates to the LLW being offered, and this LLW contains the entire understanding of the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understandings, oral and written, with respect thereto.

For purposes of this LLW, "latent defects" are limited to those defects which are not apparent at the time of Customer's inspection, but which become apparent and of which CPE is notified of in a timely manner and in writing within the applicable LLW Period described above.

Notwithstanding the forgoing, CPE gives no warranties or guarantees on singles, siding, fixtures, finishes, appliances, materials, or other "Consumer Products", which are installed as a part of the Work, other than that same shall be installed in a good, workmanlike and proper manner. "Consumer Products" include, but not be limited to, shingles, siding, fixtures, finishes, appliances, materials, exhaust fans, thermostats, light fixtures, paints, wall coverings and other finishes and related equipment. Customer's rights as to the condition of any of such "Consumer Products" shall be limited solely to the rights against the manufacturers as provided for by the applicable manufacturer's warranties. To the extent CPE may do so, CPE shall assign to Customer any and all warranties for Consumer Products which are assignable.

**LLW Commencement Date:** This LLW commences upon full receipt of payment by CPE for Work and material invoiced to Customer.

**CPE's Performance:** If a latent defect occurs in work that is covered by this LLW, as determined by CPE in its sole and absolute discretion, CPE will repair, replace, or pay Customer the reasonable cost of repairing or replacing the defective work as determined by CPE in its sole and absolute discretion. CPE's total liability under this LLW shall not exceed the price of the Work actually paid for by Customer to CPE. The choice among repair, replacement, or payment is CPE's. Steps taken by CPE to correct any latent defects shall not act to extend the terms of this LLW. CPE shall not be obligated to remedy any latent defects where otherwise required pursuant to this LLW unless and until Customer notifies CPE in writing of the latent defect and if the notification is made within the LLW applicable time period described above. CPE shall have the right to substitute products designated by CPE to be of equivalent quality, and minor color variations may exist between replacement product and originally installed product and such variance shall not constitute a latent defect or a default by CPE under this LLW or any other agreement between the parties.

**Insurance:** In the event that CPE repairs or replaces, or pays the cost of repairing or replacing any latent defect covered by this LLW for which the Customer is covered by insurance under any of Customer's policies of insurance, including but not limited to, home owner's insurance, upon request by CPE, Customer shall assign the proceeds of such insurance to CPE to the extent of the cost incurred by CPE of such repair or replacement, including overhead and profit.

**Transferability:** This LLW is only for the benefit of Customer. Customer's rights hereunder do not run with the land and are not assignable or transferable to any third party.

**Non-Warrantable Items and Exclusions:** Notwithstanding any other provision in this LLW, and in addition to the aforementioned exclusions from this warranty, CPE shall not be responsible for any of the following:

1. Ice build-up on the roof. During prolonged cold temperatures, ice build-up may occur at the roof eaves. This condition occurs when snow and ice accumulate, and gutters and downspouts have frozen water. Prevention of ice build-up on the roof or in the gutters is the Customer's responsibility.
2. Any damage caused by condensation, which may occur during seasonal weather changes or improper humidity levels in the home caused by improper ventilation or insulation.
3. Any damage caused by the Customer's improper use of a humidifier, which may occur during seasonal weather changes.
4. All personal property and fixtures which are consumer products (as that term may be defined herein and/or under applicable federal, state and local laws, or their implementing regulations), are not covered by this LLW or any other warranty from CPE. Such items are frequently covered by the manufacturer's specific warranty, and such warranties, if any, are assigned and delivered to Customer upon completion. CPE is not a warrantor under and does not adopt such manufacturer's or supplier's warranties. In the event of defects in such products, Customer should contact the manufacturer or supplier directly. CPE is not responsible for the performance of any manufacturer under such manufacturer's warranty.
5. Any bodily injury, any damage to personal property, or damage to real property which is not part of your residence/house.
6. Any damage to the extent it is caused or made worse by:
  - A. Negligence, improper maintenance or improper operation by anyone other than CPE or its employee, as agents or sub-contractors; or
  - B. Failure to give notice to CPE of any defect within a reasonable time; or
  - C. Improper maintenance; house settling; or
  - D. The Consumer Products, or any particular Consumer Product.
7. Any defects in, or caused by, materials or work supplied by anyone other than CPE, or its employees, agents or sub-contractors.
8. Normal wear and tear or normal deterioration.
9. Accidental loss or damage from causes such as, but not limited to: fire, explosion, smoke, water escape, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, animals, insects, rodents, flood and earthquake. Defects resulting from fire, wind, flood, electrical malfunction, or an act of God.
10. Defects resulting from the equipment or facilities of any utility-service provider.
11. Defects covered by Customer's homeowner's insurance.
12. Defects covered under a Consumer Product manufacturer's warranty.
13. Defects resulting from the shrinking or warping of any wood.
14. Breakage of, or damage to, windows, glass, mirrors and/or screens.
15. Carpet stains and wear.
16. Minor color variations in materials including but not limited to shingles, siding, soffits, fascia, decking, and metal.
17. Vinyl siding cuts, marks, wear patterns, discoloration, stains.
18. Any mold.

## II. HOW TO SUBMIT A LLW CLAIM TO CPE

To submit a LLW claim within the first year from date of completion of the work, the Customer may call CPE at 573-424-9008 and request an inspection of potential warranty issues. To submit a LLW claim after 1 year from the date of completion of the Work, the Customer must send a clear and specific written explanation of the issue being experienced, where on the home the issue is located, what (if any) interior damage is occurring, and how long the Customer has noticed the LLW issue being submitted. Accompanying the written explanation must be photos of the area in question on the exterior of the home and photos of any interior damage alleged to have occurred because of the issue in question, if any. This LLW claim submission must be sent to CPE within the applicable LLW period described above. All LLW claim submissions must be emailed to: [info@comoexteriors.com](mailto:info@comoexteriors.com).

## III. MISCELLANEOUS

**Notices.** All official legal notices sent to CPE must be sent by certified mail, postage prepaid, return receipt requested to the recipient at the address shown for CPE on page 1 or to whatever other address CPE may designate in writing.

**General Provisions.** In the event that any of the provisions of this LLW shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect, and such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed to the extent necessary to make such provision valid and enforceable.

**Amendments.** This LLW cannot be amended, changed or altered in any way.

### Waiver and Limitation of Liability.

THIS LLW IS IN LIEU OF ALL OTHER WARRANTIES OF CPE, EITHER EXPRESS OR WHICH MAY BE IMPLIED BY LAW, INCLUDING ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXCLUDED. THIS LLW DOES NOT EXTEND TO INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. CUSTOMER HEREBY WAIVES ANY CLAIM TO OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR TO DAMAGES RESULTING FROM EMOTIONAL DISTRESS, MENTAL ANGUISH, PAIN AND SUFFERING, OR ANYTHING SIMILAR. THE ONLY WARRANTIES PROVIDED BY CPE ARE THOSE CONTAINED IN THE ABOVE LLW, AND CPE HEREBY DISCLAIMS AND THE CUSTOMER HEREBY WAIVES THE IMPLIED WARRANTY OF HABITABILITY AND ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT IT IS NOT A PART OF THE LLW OR ANY OTHER AGREEMENT BETWEEN THE PARTIES.