

Warranty Agreement

1. **Coverage.** MJ Exteriors ("Contractor") hereby warrants to the original property owner ("Owner") that all labor and materials provided by Contractor for siding and roofing services shall be free from substantial defect in workmanship and materials for a period of two (2) years from the date of this Warranty Agreement ("Warranty Period").
2. **Scope.** This warranty extends solely to defects directly and reasonably attributable, in Contractor's sole discretion, to the work performed or materials supplied by the Contractor during the Warranty Period.
3. **Exclusions.** This warranty expressly excludes damages arising from factors unrelated to the warranted repair. Additionally, any consequential or incidental damages resulting from the warranty issue, including but not limited to indirect damages, lost profits, or loss of use, shall not be covered under this warranty, except for the warranted repair itself.
4. **Product Warranty.** Contractor shall assist in and advocate for the enforcement of any applicable manufacturer warranties associated with the materials utilized in the project. However, Contractor makes no guarantee or warranty on behalf of such manufacturer or that such manufacturer will honor any manufacturer guarantee.
5. **Claims Process.**
 - **Emergency Claims.** Any claims reasonably deemed to pose an imminent threat to property damage or health and safety shall be considered emergency claims. Contractor agrees to assess emergency claims within 48 hours of notification by Owner.
 - **Non-Emergency Claims.** All other claims shall be considered non-emergency claims. Contractor agrees to assess non-emergency claims within 10 business days of notification by Owner.
 - In the event of any issues covered under this warranty, Owner shall notify Contractor in writing within a reasonable time from the discovery of the alleged defect. Owner shall contact Contractor directly to initiate the claims process. The contractor shall have the right to inspect the alleged defect and, if deemed necessary, perform the warranted repair. Owner agrees to provide Contractor with reasonable access to the property for inspection and repair purposes.
6. **Authorization for Repair.** Owner must seek, and Contractor may provide, at its sole discretion, prior written authorization for any repairs made by other companies or individuals. Owner's failure to obtain such authorization before any work is commenced by such other companies or individual shall immediately void Contractor's obligation under this warranty.
7. **Limitations.** This warranty is non-transferable and applies exclusively to the original Owner and property for which the services were provided by Contractor. No other warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, shall apply to the work performed or materials supplied under this agreement.
8. **Governing Law.** This warranty shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of laws principles.
9. **Entire Agreement.** This warranty constitutes the entire agreement between Contractor and Owner with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.
10. **Severability.** If any provision of this warranty is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
11. **Notices.** Any notices or notification to the Contractor that may become required under this contract must be provided in online in writing to the following: <https://mjext.com/warranty>.
12. **Payment.** This warranty agreement is only valid if all payments owed to MJ Exteriors ("Contractor") for the provided siding and roofing services are paid in full on the date such defect is discovered. Failure to fulfill any payment obligation shall render this warranty voidable, at the Contractor's sole discretion, during the period of such breach of payment obligation.

Owner

Signature: _____

Name: _____

Service Address: _____

Contractor

Signature: _____

Name and Title: _____

Date: _____