



Design/Build      Handyman

# WARRANTY

**The Wills Company warrants the Project for the Client for two years from the date of substantial completion.**

**All workmanship shall conform to the following guidelines:**

- As found in the publication Residential Construction Performance Guidelines for Professional Builders & Remodelers, third edition, published by the National Association of Home Builders Remodelers Council
- As noted in the following pages of this Warranty document.
- In the case of a discrepancy between the two sets of guidelines, The Wills Company's Warranty notes take precedence over those found in the above referenced publication.

**The exceptions to this Warranty are as follows:**

- Appliances, fixtures, materials, & systems that are:
  - Existing and relocated:
    - Warranted for their reinstallation only.
    - Unless specifically noted, repair work is not included in the contract.
    - To be reinstalled only as per manufacturer's recommendations. The Wills Company does not warrant any work done on, to or for an appliance that is not in compliance with such recommendations.
  - Existing and remaining in place:
    - Not covered under warranty.
  - Existing and reworked:
    - Warranted for the reworking only, not for the reused portions.
    - To be reworked only as per manufacturer's recommendations. The Wills Company does not warrant any work done on, to or for an appliance that is not in compliance with such recommendations.
- New as provided by The Wills Company:
  - Warranted to the limit of the manufacturers' and/or suppliers' warranties.
  - To be installed only as per manufacturer's recommendations. The Wills Company does not warrant any work done on, to or for an appliance that is not in compliance with such recommendations.

- New as furnished by the Client & installed by The Wills Company:
  - Warranted for their installation only.
  - To be installed only as per manufacturer's recommendations. The Wills Company does not warrant any work done on, to or for an appliance that is not in compliance with such recommendations.
- Non-payment:
  - The Wills Company is not obligated to warrant work for any Client who has not paid The Wills Company in full.
- Reimbursement for Client repairs:
  - The Wills Company reserves the right to repair or replace any deficiencies in our work, both during the construction process and thereafter.
  - Failure of the Client to provide The Wills Company with an opportunity to repair or replace such deficiencies shall excuse The Wills Company from any obligation to pay for repairs or replacements incurred by the Client.

**The following notes relate to specific features/tasks that may or may not be found/performed on the Project:**

**Appliances:**

Ice makers:

- Ice makers that are not inside of freezers, i.e. freestanding appliances, notoriously go bad and require expensive repairs and full replacements sooner than later.

**Cabinets:**

Audio cabinetry:

- The Wills Company is not responsible for equipment malfunctioning due to cabinet dimensions that do not match manufacturer's specifications.

Cutting boards:

- The wood in built-in, wood, cutting boards have a tendency to move and thereby rub against the cabinet when pulled out or pushed in.

Butt hinges:

- Butt hinges do not allow for ready adjustment if and when warping occurs. Such warping is not covered under warranty.

Concealed hinges:

- Finish will not necessarily match the finish of the other hardware in the room.
- Over time, these hinges may get out of adjustment and cause the doors to be out of alignment. Readjustment work is not included in this contract or warranty.

Soft close hinges:

- If items protrude beyond the interior depth of a cabinet with soft close hinges, then these hinges will continually try to close and eventually cause warpage to the cabinet doors over time.

Video cabinetry:

- The Wills Company is not responsible for equipment malfunctioning due to cabinet dimensions that do not match manufacturer's specifications.

Wood components:

- Any solid wood component will have a tendency to expand, contract and potentially warp. One result of which may be that doors that will not lie evenly inside their frames over time. The Wills Company does not warrant against such expansion, contraction or warpage.
- Wood components that are particularly long or wide are especially vulnerable to such movement. For example, wood countertops, wide drawers and tall doors are features which often are prone to such movement.

### **Carpentry:**

Blocking in existing walls whose sheathing is not opened up in the demolition process:

- Will not have blocking installed behind them for securing of items to the surface unless specifically noted in the plans.

Floor level alignment between tiled and non-tiled floors over existing floor joists:

- The finish level of the tile/stone/masonry floor may not align with the finish level of the adjacent, non-tiled floor.

Tightening existing newel post:

- Movement in the handrail cannot be guaranteed against.

Wood movement:

- Any solid wood component will have a tendency to expand, contract and potentially warp. The Wills Company does not warrant against such expansion, contraction or warpage.
- Wood components that are particularly long or wide are especially vulnerable to such movement.

### **Carpet:**

Berber style carpet:

- It tends to show seams more readily than a pile carpet. Such seams are not warranted by The Wills Company.

Wrinkling

- With the extremes of hot and cold in our climate, carpet wrinkling over time is likely and can be corrected with professional stretching. Such wrinkling is not covered under this contract or its warranty.

### **Cleaning:**

Carpet:

- No guarantee is provided that all stains will come out.

Ductwork:

- If the existing ductwork is flexible, a lesser level of cleaning can be achieved than if it is hard pipe ductwork.

During construction:

- Some dust and debris will remain on the jobsite during construction.
- There are times when thorough cleaning may not reasonably be able to be achieved. At such times, the goal is to be safe and as clean as is reasonably possible.
- Additionally, there are times when certain types of debris will remain on a jobsite until a certain trade is complete.

Dust expectations:

- Expect above average levels of dust for at least a month or so after interior cleaning has occurred.

Stain/visible crack removal from masonry or terrazzo:

- Every effort will be made to deeply and thoroughly clean these surfaces, which will definitely be improved.
- However, complete and total stain/visible crack removal is unlikely and not guaranteed.

### **Concrete:**

Exterior exposed concrete:

- Exposed concrete will incur some cracks during its lifetime due to the freeze/thaw cycle.

Match existing:

- Concrete is not an exact science. An exact match is not guaranteed, especially with aggregate concrete.

### **Demolition:**

Salvaging existing items:

- There is no guarantee that the items will not break in their removal.

Termite damage:

- There may or may not be termite damage in the structure.
- The Wills Company does not guarantee that all termite damage will be found during construction.

### **Dumpster:**

Scratches and cracks to the existing driveway:

- Although not probable, such scratching is possible.
- Although The Wills Company will be happy to make any repairs, such repair work is not covered under warranty.

Tree damage:

- Damage to tree limbs is not guaranteed against.

### **Electrical:**

Dimmer switches

- They will get hot when the lights are dimmed because they are absorbing the unused electricity. Such heating up needs no repairing and is not covered under warranty.
- The transformer may create a light humming noise even when the proper dimmer is used. Such humming needs no repairing and is not covered under warranty.

Exhaust fan in steam shower:

- In steam showers, the shower doors are designed to trap the steam in the shower. As a result, the exhaust fan will not work properly when the shower door is in the closed position; it does not have enough air from which to pull. The door must be ajar to allow air into the shower for the exhaust fan to then work properly. Basically,

do not run the exhaust fan when taking a shower, and only run it when the door is ajar.

Florescent fixtures:

- Ballasts in florescent fixtures have a tendency to malfunction.
- Florescent fixtures have a tendency to hum even when installed properly. The Wills Company cannot warrant against such humming.

GFCI plugs:

- These plugs are required, by codes, around water sources and, as such, are designed to trip and shut off instead of shocking a person when too much electricity is pulled. This is normal and part of their proper functioning.

Recessed lighting:

- 1/8" max. tolerance is allowable between the ceiling plane and the light fixture trim.

**Elevator:**

- 3 year warranty on parts.
- 2 year warranty on labor.
- Scissor style gates connect only at side of cab and therefore allows some "give." Such "give" is not warranted against.

**Glass:**

Frameless shower door:

- Hinged to a glass panel not attached to the ceiling:
  - Fixed panel is not attached at the top and therefore will not provide as much stability as one that can be attached at the top. This panel will therefore move when the shower door is operated and may likely require maintenance over time.
- Edge stripping with tile jambs:
  - This material comes off over time. The length of time that it stays in place cannot be guaranteed.
  - If the jambs are of tile, vs. single piece slab, the edge stripping will have a tendency to come off sooner than later.

**Hardware:**

Ball and/or finial tipped hinges:

- The Wills Company cannot guarantee lasting performance of this product. The tips are likely to unscrew on a regular basis.

Concealed hinges:

- Over time, these hinges may get out of adjustment and cause the doors to be out of alignment. Readjustment work is not included in this contract or warranty.

**Hardwood flooring:**

Air conditioning:

- While keeping a house cool during hot weather may be a positive for personal comfort, a house can be kept too cool during the hot, humid days of summer.
- If a house is kept too cool during hot, humid weather, condensation can form which in turn may cause wood floorboards to cup.
- This is especially true when a house has non-insulated windows.

- For example, if a house is kept at 60 degrees F. during a Nashville summer and does not have insulated windows, one should expect the floorboards to cup over time.
- The Wills Company does not warrant against cupping caused by houses being kept too cool during hot and humid weather periods.

#### Light colored stain/finish:

- Light colored stains/finishes will tend to cause flaws and variations in the wood to appear more prominently. Such accentuation on the flaws and variations is part and parcel to the light colored stain/finish, and correction of this over-accentuation due to the finish is not covered under warranty.
- This finish has a tendency to scratch much easier than do non-pickled floors

#### Patching or tying in new flooring:

- Expect variations in the floor color where new flooring meets existing. As wood ages, it changes color; therefore, it is likely that the new wood will not match exactly the existing.

#### Shellac & wax finish:

- Client to be responsible for hardwood floor waxing beyond the third coat of wax.

#### Variation in stain:

- Wood is a natural product and takes stain differently in different areas of the wood.
- There is a natural variation to stain on a wood surface.
- The Client should expect such variation.

### **HVAC:**

#### Crawlspace conditioning:

- The crawlspace will not be conditioned to the temperature standards of the living area

#### Temperature variance expectations:

- For new, HVAC systems:
  - Where temperature is to be measured:
    - 5'0" above the finished floor
    - Out of the direct sunlight
  - The HVAC system is considered to be in proper working order if the temperature variation is within the following ranges:
    - Actual temperature from room-to-room within interior conditioned space:
      - Variance of no greater than 4 degrees F.
    - From set thermostat temperature to actual temperature in interior, conditioned space when the exterior temperature is:
      - 0 degrees F. or less:
        - The equipment shall be able to heat the interior, conditioned space to at least a temperature of 70 degrees F.
        - Variance may be greater than 6 degrees F.
      - Between 0 and 99 degrees F.:
        - Variance of no greater than 6 degrees F.
      - 99 degrees F. or greater:
        - The equipment shall be able to cool the interior, conditioned space to at least 79 degrees F.
        - Variance may be greater than 6 degrees F.

- Balancing of the system properly will likely require several attempts after the Client has moved into the Project area.
- For reused, HVAC systems:
  - The variance in temperature between thermostat and interior conditioned finished space cannot be guaranteed for a reused system.
  - After an initial attempt to balance the system upon completion of the HVAC portion of the Project, the HVAC subcontractor will return up to (1) additional time to correct any balancing concerns.

### **Ironwork:**

Posts set into masonry without an escutcheon plate covering the hole into which they are set:

- There is a fastening compound anchoring the post in place. However, it stops short of the top of the hole so as to allow for mortar installation to create a more even match with the masonry.
- Over time, this top layer of mortar will erode and/or crack and require repointing.
- Quick setting cement is used in part to anchor exterior ironwork to masonry. This cement. Such eroding and cracking is not warranted against.
- Matching the surrounding masonry is the goal using a locally available mortar. However, such match cannot be guaranteed by The Wills Company.

Mailbox address lettering/numbering:

- The Project Manager will set up this meeting, but The Wills Company will not warrant this part of the process. The Client must take full responsibility for ensuring that the lettering and numbering is done as per their wishes.

Rust stains at exterior joints:

- These stains are not covered under warranty.

### **Lumber:**

Composite decking in exterior locations:

- Even though the decking will be sloped, you should expect some amount of water to bead up remain on the surface after a rain event.

PVC lumber

- PVC (plastic) lumber cannot be painted in a heavily pigmented color, e.g. it must remain in the white or light cream shade. Otherwise, it will warp.

### **Masonry:**

Matching existing materials:

- Newly installed materials will vary from existing due to weathering over time and the fact that the original material may no longer be available. An exact match is not guaranteed.

### **Metalwork:**

Stainless steel scratches:

- Stainless steel scratches and dulls with normal wear and use over time. Such scratches and dulling are not covered under warranty.

**Millwork:**

Arched and/or curved wood:

- Arched, curved wood has a tendency to wave and not always create perfectly even lines. Such variation should be expected.

Matching non-painted wood:

- Wood is a natural material. An exact match cannot be guaranteed.

PVC millwork:

- PVC (plastic) millwork cannot be painted in a heavily pigmented color, e.g. it must remain in the white or light cream shade. Otherwise, it will warp.

Wood movement:

- Any solid wood component will have a tendency to expand, contract and potentially warp. The Wills Company does not warrant against such expansion, contraction or warpage.
- Wood components that are particularly long or wide are especially vulnerable to such movement. For example, solid wood panels in paneling are often prone to such movement.

**Painting:**

Existing paint clean off:

- There is not guarantee that the existing paint will come off.
- Removal of the paint may or may not leave a mark on the surface.

Exterior of single paned windows and doors:

- The glazing compound (a.k.a. putty) that is the only effective material known by The Wills Company to seal in non-insulated, glass panes can often cause mildew to appear through/atop the paint.
- Storm doors/windows help this issue but are not a guarantee that such mildew will not appear over time on the glazing compound.
- The Client should expect such mildew to occur over time.

Recess light fixture trims that are painted:

- By painting these trims, the recess lights can often not be as tight to the ceiling as they would be without being painted. 1/8" tolerance between the ceiling plane and the trim is acceptable and is not warranted against.
- Staining/sealing:
- An exact match is not guaranteed.
  - Wood is a natural product and takes stain differently in different areas of the wood. There is a natural variation to the stain. The Client should expect such variation. An exact result cannot be guaranteed.

Wood countertops:

- These surfaces mar easily and a blemish free surface is not a reasonable expectation.

Wood movement:

- As wood dries out, it expands and contracts. Expect movement to occur, especially with the seasons. The angles in door and window casings, places where the wood meets the wall or ceiling, etc... will especially show cracks and need caulking. Such movement is not covered under warranty.

**Paving:**

## Asphalt:

- Small holes no bigger than 3/8" may occur and are not warranted by The Wills Company.
- Patching existing:
  - New asphalt will not match existing but will blend much better with existing over time.

## Shoot and Chip:

- Expect this type of driveway to last between 10 and 15 years with normal wear and tear.
- This life expectancy assumes that annually, the gravel is raked from areas where it has accumulated back to areas where it has worn away.

**Plasterwork:**

## Cracking:

- Cracks may be caused by minor movement in the structure once the Project is completed. Cracks can arise, especially hairline type fractures around weak points such as at windows and doors. The surface should not fall out or crack wide open, but small fractures may occur, often depending upon the heating or cooling situation. Expect such cracking.
- Repairs of cracks in non-renovated areas of the structure that may or may not be caused by construction vibrations are not covered under warranty.

## Match existing:

- An exact match cannot be guaranteed.

## Patching:

- When an existing surface is patched but the entire surface is not completely redone, then the patch will likely remain visible in the surface texture even after it is completed properly. Seamless patching cannot be guaranteed.

## Smoothness:

- The nature of all plaster work is such that a totally even surface cannot be guaranteed, especially in moldings.

## **Plumbing:**

### Shower heads:

- Shower heads often come with a pressure reducer built into them.
- This pressure reducing feature is a code requirement.
- The Wills Company cannot legally remove this from the shower head.

### Tub protection:

- The Wills Company will attempt to protect the tub but cannot guarantee that no scratches will be made on the tub.

### Water supply lines to sink faucets and toilets:

- If the Client provides a sink faucet with a factory made, built-in, supply line that has plastic connections, The Wills Company does not warrant against failure of these connections in the future.
- If the Client has existing, water supply lines that have plastic connections, The Wills Company does not warrant against failure of these connections in the future.

### Water heaters:

- Temperatures set above 125 degrees will exacerbate and/or cause calcium build up over time in the hot water pipes. If there is a recirculation system, then the build-up will be even more exacerbated.

## **Radon mitigation:**

### Radon level expectations upon completion:

- Reduction of radon levels to below 4 pCi/l in the basement or crawlspace on an average, annual basis when tested according to EPA standards is not guaranteed.
- There is a possibility that some radon may escape from the stone foundation walls. Such is not covered under warranty.

## **Refinishing:**

### Porcelain:

- Just like the original, porcelain finish, continual dripping from faucets will stain the surface over time, as will standing water over an extended time period.
- Such staining is not covered under warranty.
- Porcelain re-building may be necessary if original condition is particularly poor. This cannot be effectively known until glazing is removed

## **Roofing:**

### Gutter system:

- Clogging up:
  - Gutters that are clogged and backed up can enable moisture to get behind cornice or fascia boards and cause damage. Damage from such conditions is not covered under warranty.
- Matching existing aluminum color:
  - There may be a difference between the new color and the existing color, due to weathering over time or changes in the stock color from the factory.
- Volume of water:

- The gutters should carry off the rainwater properly under normal, rain conditions; however in extremely heavy downpours, they may likely overflow. Such overflow is not covered under warranty.

Matching an existing roof:

- An exact match cannot be guaranteed.
- The weathering of the existing roof may result in a slight difference in roof color

**Site work:**

## Clean up:

- Excludes small debris that appears in the soil over time, especially after it rains

## Plant relocation:

- The Wills Company does not guarantee the survival of any plant.

## Shrub and tree protection:

- The Wills Company cannot guarantee that no harm will come to the trees and shrubs from the construction process.

**Solid surface slabs:**

## Backsplash joints:

- Over time, the caulk in the backsplash joints will wear away. Such wearing away is not included under warranty.

## Cultured marble scratching:

- Corian surfaces will scratch, especially around heavily used areas.
- Sinks made of Corian material will obviously scratch more readily as they incur more wear.
- Dark colors in Corian will show scratches easier. Although the color is throughout, the scratch will oxidize white and show up against the dark color.
- Scratching after the Project is complete is not included under warranty.

## Steam showers:

- The acid and chlorine in the steam from the steam unit will mar the finish of the surface around the steam outlet over time.

**Stone slabs (non-masonry) and tiles:**

## Butt jointing:

- Butt jointing does not allow for enough movement in the structure to be warranted for use. No butt jointed installation can be warranted by The Wills Company.

## Darker colored slabs and tiles:

- The water in the Nashville area is hard and can likely result in scale forming on the tiles as a result:
  - Such scale cannot be guaranteed against and is likely to form.
  - Darker slabs will show this scale more so than lighter materials.
- The acid from soap, conditioners, body oil, etc... will mar natural stone over time, likely within a year:
  - The darker the color the stone, the more this etching/marring will show up.
  - For this reason, The Wills Company will not warrant against such marring/etching on stone.
- In shower situations, The Wills Company strongly suggests selection of white, off white, cream or similarly colored stone which will not show this etching/marring nearly so much as the darker colored stone.

#### Granite:

- Pitting:
  - The Wills Company will not guarantee against pitting. Pitting refers to the appearance of small holes throughout the granite.
- Surface fissures:
  - The Wills Company will not guarantee against surface fissures. Surface fissures look like, but are not, small cracks or veins that you can feel on the surface of granite. Surface fissures are not dotted like pitting.

#### Movement:

- Temperature changes and minor movements in the structure caused by the house settling may cause minor cracking and/or grout separations. Such cracking and grout separations are not covered by warranty.

#### Natural stone in general:

- Natural stone is not a uniform product and may likely come in different shades, patterns, veining or other details. Such variance should be expected.
- The Wills Company does not guarantee that the slabs or tiles will match each other.

#### Natural stone tiles:

- Light colored, natural stone tiles:
  - Light colored, natural stone tiles, especially any tiles in the white range of colors, have a tendency to vary considerably in look between the tiles.
- Matching to stone slabs:
  - Stone slabs can look quite different from stone tiles, even though they are the same type stone.
- Uniform look for random pattern tile layouts:
  - The subcontractor will endeavor to mix the tiles so as to create a random, overall look.
  - The Wills Company does not guarantee this final look.

#### Shaped edges on stone at inside corners:

- The edge will not be exactly cut in tight angles, but will be more rounded, at these points.

#### Steam showers:

- The acid and chlorine in the steam from the steam unit will mar the finish of the surface around the steam outlet over time.

#### **Vinyl siding:**

##### Matching existing:

- The new vinyl siding will not match identically the existing vinyl siding as the existing vinyl siding has faded over time.

**Wallcovering:**

Pacific (silver) cloth installation:

- Edges of the silver cloth have a tendency to unravel and have strands. A totally clean edge should not be expected.

Protection of existing:

- While The Wills Company will take measures to protect existing wallcovering that is to remain in place, there is no guarantee that this wallcovering will be able to be completely protected during the remodeling process.

**Waterproofing:**

Although every effort will be made to prevent water penetration into the area, there is no guarantee that water penetration will not occur.

**Window treatments:**

Window treatment reinstallation:

- The Wills Company cannot guarantee against damage to the treatments their removal, cleaning, storage and/or reinstallation.