

Project/Service Limited Warranty

IMPORTANT: Please read the following PROJECT/SERVICE WARRANTY INFORMATION and the PRIVACY POLICY and TERMS AND CONDITIONS OF USE (Legal Notice) before accessing and using this Site.

Thank you for visiting www.FullCircleRestoration.com. We hope that you will find this website ("Site") helpful, interesting, and informative.

TERMS AND CONDITIONS OF PROJECT/SERVICE WARRANTY

The term of Full Circle's warranty is for one year from the DATE OF SUBSTANTIAL COMPLETION of a project. The DATE OF SUBSTANTIAL COMPLETION of Full Circle Restorations work is defined as the last date upon which Full Circle Restoration or any employees, subcontractors, or agents are physically present about the work site performing work. The date of completion of Full Circle Restoration work shall not be construed to include date for which Full Circle Restoration, employees, subcontractors or agents are present about the worksite to perform remedial or corrective work, work under this Warranty, to consult with the homeowner or to receive or seek payment for work performed. This warranty is governed by the laws and regulations in the State of Georgia and shall not bind Full Circle to the laws or regulations of any other State, unless those laws and regulations are less restrictive to Full Circle Restoration and the work performed in that state. Customer/Owner shall notify Full Circle as soon as practical of all alleged defects in the Work, but in any case, within 30 days after the expiration of the warranty period; failure to provide timely notice will void the WARRANTY. This limited warranty is void if Owner is not in compliance with any term of this agreement, including without limitation any payment terms.

RIGHT TO REPAIR

Full Circle will have the right to repair and shall have the right of first refusal to remedy, by any means deemed reasonable by Full Circle any warranty situation. Customer/Owner's EXCLUSIVE REMEDY, AND COMPANY'S SOLE LIABILITY, FOR ANY BREACH OF THIS LIMITED WARRANTY IS FOR COMPANY TO RE-PERFORM THE WORK WITHIN A REASONABLE TIME AFTER PROPER NOTICE OF THE DEFECT.

ACCESS

All warranty work will be completed during normal business hours unless an emergency mitigation situation exists. In the event an emergency mitigation situation is related to workmanship issues caused by a Full Circle Restoration employee, subcontractor, or other company representative, Full Circle will address the emergency appropriately regardless of time of day. Regarding hourly billing rates for in the event an emergency mitigation situation which is deemed to be unrelated to

workmanship issues caused by a Full Circle Restoration employee, subcontractor, or other company representative, Full Circle will have the option of and may invoice related emergency mitigation service fees to the customer regardless of the responsible party.

NON-TRANSFERRABLE

Our warranty applies to the person who owned the building at the time of service and is not transferrable under any circumstances.

WORKMANSHIP WARRANTY CLAUSE

Under the workmanship portion of the warranty Full Circle warrants the workmanship labor portion of mitigation, restoration and reconstruction completed by Full Circle against defects and/or deficiencies in workmanship or installation errors, for a period of One (1) Year from the Date of Substantial Completion, as defined by Section A. 9.8. 1 of the American Institute of Architects (AIA) Contract, for projects paid in full, unless otherwise excluded. No warranty shall be considered In Force for projects where an outstanding payment balance exists. Section A. 9.8. 1 of the American Institute of Architects (AIA) Contract defines substantial completion as: the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

COVERAGE

Subject to the exclusions set forth below, Full Circle Restoration warrants that the work will be free from defects in workmanship and materials, consistent with applicable building codes and the general accepted industry standards as it states in the **National Association of Home Builders (NAHB) Residential Construction Performance Guidelines - Contractor Reference**, current edition at the time of construction. Full Circle's warranty is limited to corrections of structural errors and substantive failures and is not to be construed as a maintenance warranty. There shall be no money withheld by the building owner/homeowner for items covered by the warranty. This warranty, including the assignment of any manufacturer's warranty is void and unenforceable unless payment in full is made within thirty (30) days of the Date of Substantial Completion of the contracted work.

PARTS WARRANTY FOR APPLIANCES, FIXTURES, SYSTEMS, PARTS, COMPONENTS, MATERIALS, SUPPLIES AND OTHER ELEMENTS

In the case of parts, if the manufacturer's standard warranty period is greater than ninety (90) days, the manufacturer's warranty period will prevail.

EXCLUSIONS

Full Circle Restoration stands behind these Quality and Service Standards with confidence however do consider the following exclusions as the exceptions to our superior level of services.

Listed below are situations whereby Full Circle may not provide coverage under the limited warranty.

NORMAL WEAR AND TEAR

Any and all normal wear and tear and causes beyond the reasonable control of Full Circle are excluded.

ACCLAMATION AND SEASONAL CHANGE

All construction and building materials and the integration of such materials for structural and cosmetic restoration and repair typically experience a period of acclimation and seasonal and climate or environmental changes, whereby periods of contraction and expansion will and are expected to occur. As a result, products and materials used in your facility or home will go through some minor changes that are unavoidable and considered normal. This is especially true of wood and other flooring products.

PROPER AND PERIODIC MAINTENANCE

Building owner/homeowner is responsible for proper maintenance. Damage caused by neglect, improper maintenance, changes, alterations, or additions performed by anyone other than Full Circle Restoration, its employees, or subcontractors is excluded from this warranty.

ROOF PATCHES: Full Circle Restoration warrants roof replacements however, due to the inherent nature of roof patches, Full Circle does not warrant the performance of a patch, as they have a propensity to and are susceptible to leak and require additional repair.

SMOKE ODOR: Full Circle warrants that upon completion of fire and smoke mitigation and restoration work to a structure that no smoke odor will exist in any area(s) of the structure treated by Full Circle in accordance with our specifications. This warranty is limited to retreatment, repair, or replacement of the treated portion of the structure and Full Circle shall not be liable for any incidental or consequential damages or areas not serviced or treated by Full Circle.

MOLD REMEDIATION, AIRBORNE CONTAMINANTS, STRUCTURAL AND ENVIRONMENTAL CLEANING AND DECONTAMINATION:

With regard to mold remediation, airborne contaminants, fungus/viral/bacterial environmental cleaning and similar services FCR does not warrant decontamination due to the common recontamination or cross-contamination of a space, typically by the owner/occupant and their personal contents where Recontamination, as defined under Hygienist/Laboratory Clearance Testing Standards may too easily occur due to the reintroduction of contaminated persons and/or personal contents, including pets and plants, into a recently

cleaned/treated environment (before or immediately after being tested and cleared via a certified hygienist and/or laboratory). Recontamination typically occurs when tenants, residents, employees, customers, visitors, or others in the normal course of business operation or occupancy, introduce common items, which have not been cleaned, into a recently cleaned space.

INSTALLATION LIABILITY AND WARRANTY WAIVER FOR THIRD-PARTY PRODUCT(S) INSTALLATION HOLD HARMLESS AND RELEASE

Full Circle understands that customers may desire to purchase third-party products, which may include products, materials, supplies, parts, components, fixtures, appliances, systems or other items not normally distributed, purchased by or provided by Full Circle and at the same time desire to have Full Circle or its subcontractors install these third-party products in the course of a project. Since Full Circle has no contractual or business relationship with the supplier of these products, and as such has no leverage in the event of a product failure or related warranty claim(s), Full Circle therefore, cannot warrant the third-party product(s), nor the installation of said product(s) under any circumstance(s). In the event Homeowner/Owner chooses to have Full Circle install a third-party product(s) Homeowner/Owner assumes all risk(s), hereby exempting Full Circle and its subcontractors from any and all actual damages and potentially related damages. Additionally, customer agrees to waive all rights to warranty claim(s) involving the condition, performance, installation, and other respects involving third-party products and any possible effect(s) and potential future effect(s) on other third-party and non-third-party products that may be impacted by an installed third-party product's performance and/or failure including interdependent workmanship. Furthermore, the Building Owner/Homeowner represents understanding and warrants, acknowledges intentions and agrees to Hold Harmless and Release Full Circle from any and all claims and actions as referenced above and that release is freely and voluntarily executed after considering all relevant risk(s) and information. If Owner purchases any materials for use or installation by Company or directs Company to purchase particular materials against the recommendation of Company, Company shall have no responsibility whatsoever with regard to any claims arising from any incompatibility or defect regarding such materials, or any breach of manufacturer's warranty with regard to such materials.

THIRD-PARTY SERVICE WORK

Company will not pay for warranty work performed by others unless agreed to in writing in advance. Company is not responsible for additional work performed under any agreement between Owner and other tradesmen or subcontractors.

THEFT, VANDALISM AND PHYSICAL DAMAGE

Full Circle specifically excludes all burglary, theft, mysterious disappearance, and vandalism. Preexisting damage, physical damage and consequential damage is also

specifically excluded with the sole exception of that damage directly attributable to Full Circle's work activity where employee negligence is directly involved and proven.

ENTIRE WARRANTY

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY WORK OR MATERIALS PROVIDED HEREUNDER INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR HABITABILITY.

EXCLUSIVITY OF WORKER RELATIONS

Building Owners/Homeowners and/or their representatives are prohibited from hiring and/or recruiting Full Circle's subcontractors, sub-subcontractors, employees, labors, temporary employees and/or agents directly or indirectly for any work on property BEFORE, DURING, AND AFTER the period of this warranty without Full Circle Restoration's PRIOR WRITTEN PERMISSION.

In any event, should a Building Owners/Homeowners and/or their representatives hire Full Circle's subcontractors, sub-subcontractors, employees, labors, temporary employees and/or agents directly or indirectly for any work on the property, BEFORE, DURING, AND/OR AFTER the normal period of this warranty, this warranty shall be completely void, except where not allowed by law.

FILING A WARRANTY CLAIM

Contact Full Circle Restoration by the methods below to arrange for an inspection and evaluation of the work in question.

Full Circle Restoration and Construction Services, Inc.
4325 River Green Parkway, Duluth, GA 30096
Office: 770-232-9797
www.fullcyclerestoration.com

LIMITATION OF LIABILITY AND INDEMNIFICATION.

YOU AGREE THAT FULL CIRCLE AND ITS AFFILIATES AND DIVISIONS, CUSTOMERS, PARTNERS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, VENDORS, SUPPLIERS, LICENSORS, ASSIGNEES, SUCCESSORS, INSURERS AND AGENTS, ARE NOT LIABLE IN ANY RESPECT FOR ANY DAMAGES (INCLUDING FOR ANY SPECIAL, INDIRECT, ECONOMIC, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR LOSS OF ANY NATURE WHICH MAY OCCUR AS A RESULT OF YOUR ACCESS AND USE OF THIS SITE.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS FULL CIRCLE AND ITS AFFILIATES AND DIVISIONS, ITS CUSTOMERS AND JOINT VENTURE PARTNERS,

AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, VENDORS, ASSIGNEES, AND AGENTS, FOR ANY COSTS, CLAIMS, DAMAGES, LOSSES, OR OTHER LIABILITIES ARISING FROM YOUR USE OF THE SITE IN BREACH OF THESE TERMS OR IN VIOLATION OF LAW.

SHOULD THE ABOVE PROVISIONS BE HELD TO BE UNENFORCEABLE FOR ANY REASON, IN WHOLE OR IN PART, FULL CIRCLE'S AGGREGATE LIABILITY TO YOU FOR ANY REASON CONNECTED TO YOUR USE OF THIS SITE WILL IN NO EVENT EXCEED THE SUM OF \$100.00. ALL OTHER TERMS AND CONDITIONS HEREIN WILL REMAIN IN EFFECT IN THE EVENT ANY PROVISION SHOULD BE FOUND UNENFORCEABLE.

APPLICABLE LAW AND DISPUTE RESOLUTION BY ARBITRATION.

You agree that these Terms will be interpreted under the laws of the United States of America and more specifically the State of Georgia, regardless of any conflicts of laws rules, and regardless of the laws of any other jurisdiction which may be asserted. Any dispute or claim which you may have ("Claim") arising from your access or use of the Site shall be first submitted in writing via REGISTERED MAIL to the LEGAL ADDRESS provided below within one month (30 days) from the occurrence of the event upon which such Claim is alleged to be based, or such Claim shall be deemed waived. Any Claim which has been properly submitted to Full Circle which has not been resolved within a reasonable period time not to exceed six (6) months may be submitted to binding arbitration as an exclusive alternative to litigation. YOU EXPRESSLY WAIVE ANY RIGHT TO BRING ANY LITIGATION IN ANY JURISDICTION AGAINST FULL CIRCLE BASED ON YOUR ACCESS OR USE OF THIS SITE OR UNDER THESE TERMS. Any arbitration will be administered by the American Arbitration Association (AAA) in Atlanta, Georgia, or other jurisdiction or location chosen by Full Circle Restoration and Construction Services, Inc. in accordance with its (AAA) applicable commercial rules and procedures. Any arbitral award will specifically exclude any special, indirect, incidental, exemplary, punitive, or consequential damages.

LEGAL ADDRESS.

Any Claims or Legal Inquiries MUST BE SUBMITTED VIA REGISTERED MAIL to:

Full Circle Restoration and Construction Services, Inc.
ATTN: PRESIDENT - TIME SENSITIVE LEGAL MATTER
4325 River Green Parkway
Duluth, GA 30096

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